

4611

Mission
POWELL ST.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATIONNAME: AYUKAWA, Shinsuo.HOME ADDRESS: R.R. #2 Cherry St. Mission, B.C.REGISTRATION NUMBER 13657 SEX Male AGE 44OCCUPATION Farmer.

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self.MARRIED? Yes.NAME OF WIFE OR ~~HUSBAND~~ WIFE: Natsuo.ADDRESS OF WIFE OR HUSBAND Same as above.NAMES OF ANY LIVING CHILDREN: Rayko (F) Kaoru (M) Shuniko (F)Neberu (M) Hiroko (F) Shizuko (F) Kenji (M)ADDRESS OF CHILDREN: Same as above.AGE OF CHILDREN: 12 11 9 8 6 3 1**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: Lot Four (4) of part of the South-B
Quarter (S.E. 1/4) of Section Twenty eight (28) Township Seventeen (17)
in the District of New Westminster. Map 5727

2. BUILDINGS AND OTHER IMPROVEMENTS: Bungalow 24 x 32 Shingle roof. Stue:
Barn 16 x 32 Garage, 2 Pickers houses 12 x 24 & 12 x 32.
2 Packing houses 16 x 24 & 16 x 32 1 Bathhouse 12 x 12.
24 Fruit Trees.

3. INSURANCE (Give particulars; state where policies are) \$2000.00 with North West Fire
Ins. Co. Vancouver, B.C. Policy in owners possession.

4. TAXES (Amount and where payable) \$21.06 Payable at Mission, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

None.

6. OCCUPANCY AND LEASES (If vacant so state) Declarant living on property

LEASE THROUGH PCU TO S. F. MURPHY 6/25/52

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Agreement in owners, possession.
Title with Canada Permanent Trust Co. Richards St. Vancouver, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: _____
9. IF FARM LAND STATE CROPS SOWN 4 Acres in Strawberries, 1 Acre in
Raspberries. 3 Acres rented to Y. Ihoshi, next door neighbour.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: _____
2. LANDLORD'S NAME AND ADDRESS: _____
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: _____
4. STATE WHEREABOUTS OF LEASE: _____
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) _____
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: _____

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: _____
- As per attached list.

1 Ford Truck Lie. ~~XXXX~~ G U 694 (42) Now in custody R C M P
Hastings Park.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 1 Goat 1 Cat.
12 Chickens.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None.

List of Personal property owned by Shizue Ayukawa.

4 Tables & 10 chairs
1 Sofa.
1 Book case.
4 Bureaus.
3 Kitchen stoves
4 Heaters.
1 Sewing Machine (Singer Foot Pedal model)
4 Beds complete with springs & Mattresses.
2 Spray pumps.
4 Mattocks.
1 Pick.
6 Shovels.
6 Manure forks.
8 Axes
5 Saws
2 Pulley blocks
2 Chains.
50 ft. Cable
Tools

All located on the above property.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None.6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None.7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$-910.00 War Savings Nos. B1906456, T.B. 540079, T.B. 540080
None. 127 Shares Riverside Lumber Co. Ltd Mission, B.C.
1- \$25.00 War Savings Certificate (T.C. 111785)
14 shares stock in the Pacific Co-operative Union, Hatzie B.C. made up
of 1185 1 share 1185 7 shares.
8. BANK ACCOUNTS: None.9. LIFE INSURANCE: None.10. INTEREST IN ANY ESTATES OR TRUSTS: None.11. SAFETY DEPOSIT BOX: None.**LIABILITIES:**1. PERSONAL DEBTS: None.2. TRADE DEBTS: None.**REMARKS:**

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 24th. day of March. 1942.

(Signature)

Shizuo OgutawaJ. B. B. B. B.

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct 22/13.

Our File No. 4611 ✓

Full Name AYUKAWA, Shizuo
(Surname in Block Letters)

Registration No. 13657

Male - Female
(check)

Age Apr. 28, 1898.

Former Address R. R. #2, Cherry St., Mission City, B.C.

Date Evacuated Sept. 16/42 Naturalized - Canadian-Born - National
(check)

Present Address New Denver, B.C.

Married - Single
(check)

Name of Wife (^{nie} TABO) Natane #13411

Name of Husband -

Name of Mother (^{nie} HIGASHI) Hiko

Name of Father Imasuke (Japan)

Names of Children under 16 (Japan)

(See Over)

Requested by ECG.

Registered with Custodian
(Yes or No)

Additional Information Farmer Owner of
9 1/2 ac. + bldgs - 1936 Ford Truck

Ryuko	(F)	1/1/29
Kaoru	(M)	10/2/30
Sumiko	(F)	14/3/32
Noboru	(M)	11/5/34
Keriko	(F)	23/7/35
Shizuko	(F)	4/11/38
Kenji	(M)	9/3/41

REAL PROPERTY SUMMARY

File 4611

V.L.A. 687-P

JAPANESE NAME: Shisuo AYUKAWA - - Reg. No. 13657.

CATALOGUE NO: Part of The Director The Veterans' Land Act 2nd offer.

PROPERTY ADDRESS: First place west of 4114 Cherry Road, Mission, B. C.

LEGAL DESCRIPTION: Lot 4 of part of the South East quarter of Section 28 Township 17 Map 5727 Municipality of Mission in the District of New Westminster.

TITLE: In the name of The Canada Permanent Trust Company subject to unregistered Agreement of Sale dated 15th September 1936 to Shisuo AYUKAWA for \$450.00, \$225.00 being paid in cash at date of Agreement.

INCUMBRANCE: Vesting 25158 - 14th December 1942.

ASSESSED VALUE: 1943 9 acres.
Land \$360.00
Improvements \$720.00 Total ~~\$1080.00~~ Taxes \$12.96.

CLASSIFICATION: Berry farm with buildings. Inspector reported July 28, 1942, a farm of 9 acres with 6 acres cleared and the rest in bush, with 4 acres strawberries, and $\frac{1}{2}$ acre raspberries, a 1 storey frame house 24 x 32, 5 rooms in fair condition, garage, 3 pickers houses 10 x 14, 12 x 32, 10 x 16, fair condition, packing house, fair condition. Occupied at date of inspection by S.F. MURPHY.

HISTORY OF ADMINISTRATION: Property was leased on the 15th April 1942, by Shisuo AYUKAWA to Stephen F. MURPHY for 10 months from the 1st April 1942 to the 30th November 1942 for \$625.00 with option to extend for the year 1943. Buildings, live stock and implements were included in this lease. Of the rental, \$312.50 was paid to the lessor and the balance of \$312.50 was covered by a post-dated cheque from the Pacific Co-operative Union, which cheque was paid to the Custodian on the 1st September 1942. This lease was renewed from the 31st January 1943, to the 30th November 1943 for \$125.00, which rental was paid by the Pacific Co-operative Union on the 28th October 1943 and allowed as accrued rental to The Director The Veterans' Land Act. Lease was assigned to the Director The Veterans' Land Act on the 31st December 1943.

In connection with this leasehold tenure and possible purchase by the lessee as indicated below, Mr. Murphy expended in improving the property, \$246.00 paid for work done by AYUKAWA and other expenditures of \$169.50 making a total of \$415.50 for which he made a claim to the Custodian on the 12th January 1944. This work was performed prior to the date of offer to purchase by the Director The Veterans' Land Act and Mr. Hal Mensies was requested to inspect the work done and report as to an allowance that should be made to Mr. Murphy as enhancing the value of the property. Mr. Mensies reported on the 1st April 1944, that most of the work done was necessary as ordinary expense of operation of the farm but considered that the sale value of the property had been enhanced

enhanced

to the extent of \$123.00. This estimate was approved by the Advisory Committee and \$123.00 was paid to Mr. Murphy on the 26th July 1944, which payment was made in full settlement of the claim as per our letter of the 28th July 1944. Notwithstanding this settlement, Mr. Nathaniel T. NEMETZ, Solicitor, Vancouver, acting for Mr. S. Murphy, notified the Custodian on the 11th May 1945 that Mr. Murphy claimed for work done on the property in the years 1942, 1943 and 1944, \$1142.50. There is on file no copy of a reply and no further correspondence from Mr. NEMETZ in respect to this claim and presumably Mr. Nemets was advised by telephone that the claim had already been settled.

Shizuo AYUKAWA on the 24th April 1942, wrote to the Custodian requesting permission to sell this property to S.F. Murphy at a price of \$3550.00 and informing the Custodian that Mr. J.A. Campbell had knowledge of this proposed sale. On communicating with Mr. Campbell, he informed the Custodian that Mr. Ayukawa had made such an offer to Mr. Murphy but the offer was not accepted. It appears from a letter from Mr. Campbell dated October 18, 1943, in which he states that he considers a price of \$3500.00 unreasonable, that it had been agreed between Ayukawa and Mr. Murphy that Ayukawa would give Murphy an assignment of his interest and that Murphy would purchase from the Custodian at a value to be agreed upon between him and the Custodian. Such an assignment appears to have been drafted by Mr. Campbell but no copy was given to Mr. Murphy.

Mr. Murphy made a claim of \$281.00 in respect to his lease on account of misrepresentation of acreage under crop made by the lessor. This claim was settled on the basis of 70% of claim, \$196.70, which was paid to the Pacific Co-operative Union for credit to Mr. Murphy. There was owing to the Canada Permanent Trust Co., on the Agreement of Sale to Mr. Ayukawa the balance on principal of \$225.00 and interest from the 15th March 1942. Interest to the 15th March 1943, \$13.53, was paid by the Custodian and on the 8th June 1943, the Custodian paid to the Canada Permanent \$234.20, being the balance of principal \$225.00, interest \$3.20 and preparation of Deed \$5.00. This deed, in favour of Shizuo AYUKAWA, was received from the Canada Permanent and registered.

In his letter to the Custodian dated November 12th, 1945, Mr. Ayukawa states that Yokichi AIHOSHI has an undivided 1/3rd interest in this property. AIHOSHI died at Tashme on October 18th, 1945 according to advice received from Campbell, Brazier, Fisher & McMaster on the 10th November, leaving a wife, Fujino at Slocan and a daughter, Yasuko, a minor residing in Japan. This situation is to be considered in the distribution of the proceeds of the sale.

SOLD:

To The Director The Veterans' Land Act for \$1405.00 as at 1st January 1943.

Approval of Advisory Committee 24th November 1943.

FUNDS:

Released to the credit of Shizuo AYUKAWA, sale price \$1405.00 plus rental 1942 - \$312.50, total \$1717.50; less insurance \$26.00, taxes \$23.17, interest \$16.73, deed from the Canada Permanent to AYUKAWA \$5.00, registration of same \$4.90, 2 valuations \$13.00, allowance for misrepresentation \$123.00, Certificate of Encumbrance \$1.00, registration \$3.00 legal fee \$15.00, total \$230.80. Net amount released \$1486.70.

TITLE:

Issued number 178019-E and payment made by cheque dated October 17th, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED May 1st, 1946.

Lullman

IN:ML

*original
missing*

4623

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
North West Fire Ins. Co.	2057/2	\$1,300.00	Sept.	5	1945	3-side County Bldg. 5145 Cade 100. 11-4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803,

File No. 4611

November 16th, 1944

CLAIMS DEPARTMENT

Shimo AYUKAWA - Reg. No. 13657

CREDITORS:-

NO CLAIMS ON FIDELITY.

2 March, 1945

1. Union-Fidelity Co. ————— \$37.83

NO CLAIMS ON WIFE'S FILE No. 11195.

AMC:ND

MEMORANDUM

To: File 4611 April 13, 1944.
From: Specified Articles Department

Re: AYUKAWA, Shizuo - Reg. 13657

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1936 Ford No. T230 License No. (42) CU 694	\$220.00

The above truck was released to Henry T. Barnett as it
had been sold to him by the above Japanese before
March 9, 1942.

Harker

*\$300.00
Received
from Barnett
B*

LIBRARY SUMMARY

File No. 4611

Re: Shizuo AYUKAWA - Reg. No. 13657

Dr. E.J. Barrett filed a claim for \$22.50 for medical attendance, which claim was disputed by Mr. AYUKAWA, who claims that the account had been paid on the 25th June 1942. There is no further reference to this on file.

Union Fish Company filed a claim on the 2nd March 1945, for \$37.85. Mr. AYUKAWA was advised of this claim on the 20th March 1945, and AYUKAWA denied owing this account, but on the 13th June, 1946 through the Department of Labour, he admitted the claim was correct and it was paid from his account here.

This summary is certified to be
in accordance with the information
on file.

28th June, 1946.
WEA:HA

W.E. Barrett

C L A I M

File No. 4611

DATE

2/3/45

CREDITOR

Union Fish Co. Ltd.

DEBTOR

AYUKAWA, Shizuo

R. R. #1, Mission City, B. C.

AMOUNT OWING

37.83

AGENT

P. S. Ross

ORIGINAL FILE

G-68

MEMORANDUM

File No.: 4611

April 6th, 1944

To: Mr. J. Moryson

From: Mr. H. F. Green

Re: Shizuo AYUKAWA

I would like you promptly to look into the question of chattels on this man's farm at Cherry Street Mission, (next farm West of 4114 Cherry Street) which you may remember inventorying with Mr. Logan in July 1942. Most articles of value are held either by Mr. Barnett (Corner of Cherry St. and Stave Lake Road) or by Mr. S. F. Murphy, the original tenant (Corner of Cade Barr Road and Mill St.). Mr. Barnett is a personal friend of Shizuo Ayukawa and has been very co-operative with this office. I suggest that the first thing to do is to discuss the question with him and then make your investigations.

Very little was left on the property and what there was, was afterwards ransacked. Our latest inventory taken by Mr. Carlsen and Mr. Anderson in April last year, shows contents as per enclosure valued at \$50.00.

Mr. Barnett held some articles for the Japanese as shown in our enclosure and signed for by the Japanese as complete in September 1942. I have marked against the enclosure those of which we have a record of disposal, and it will be in order for you to accept Mr. Barnett's explanation of any other items he is not still holding.

As the same time as the Japanese signed that the list kept by Mr. Barnett was complete, he confirmed the enclosed list kept by Mr. Murphy. It appears, however, from a letter of Mr. Barnett's, written on July 16th, 1943, that Mr. Murphy removed from Mr. Barnett's care, certain additional articles shown in our enclosure. Some of these were apparently stolen from Mr. Murphy, having been probably kept by him on the Japanese' farm, but I am not clear

MEMO - TO MR. MORYSON

-2-

April 6th, 1944

what, if anything of these is missing. The Japanese recently told Mr. Barnett that he could have the sprayer (in addition to the duster shown on Mr. Barnett's list) in exchange for the latter's services in making shipments to him.

I think if you show this memorandum to Mr. Barnett and get his advice and help, you will be able to secure a fairly complete picture of what has happened and subject to Mr. Barnett's knowledge of articles the Japanese is likely to require, suggest you dispose of the balance at auction, either by moving to Haney or by making arrangements with Mr. Carlsen and Mr. Anderson for inclusion in the next Abbotsford auction.

Enc.
HFG:IV

*Submitted
1943*

EFFECTS LEFT ON PROPERTY

IN HOUSE

- 1 Crock
- 1 Jap cooker
- 1 Old oil stove
- 1 Cabinet
- 3 Window screens

PICKERS HOUSE

- 1 Heater stove
- 1 Old cook stove
- 1 Kitchen cabinet
- 2 Beds complete
- 1 Round table
- 1 Old lamp base

BERRY HOUSE

- 1 Wardrobe
- 1 H.M. cabinet

PACKING SHED

- App. 160 shipping crates
- 24 Picker trays

ARTICLES LEFT IN CARE OF MR. H. D. BARNETT

- Box containing old clothes (shipped?) *still here. W. Value.*
- Platform scale *here - gone*
- Kitchen range (Sold and proceeds used to buy articles *OK*
shipped to Shizuo Ayukawa)
- 20-Gal. stone crock *shipped*
- 2 12-Gal. " " } (shipped 13/8/43)
- Roll of raspberry wire *still here*
- Iron blk. and chain *in garden*
- 3 Peaveys *only 1 - others have been sold & belonged to Kumaishi*
- 5 Cross cut saws *still here*
- Box (sml. logging equipment) *shipped*
- 5 Sml. sickles *in care of Kumaishi*
- Duster -- given to H. T. Barnett for services in shipping
effects. *no staff to ship in. How much to pay for fuel*
- Mantle lantern

LIST OF ITEMS HELD BY MR. MURPHY

- | | |
|--|-----------------------|
| Kitchen table with drawers
and bins | Writing desk |
| Table (small) | Home-made bed |
| 6 Kitchen chairs | Rocking chair - |
| 1 Kitchen table | Kitchen cabinet (sml) |
| | 1 Bed |

(OVER)

ADDITIONAL ARTICLES TAKEN BY MR. MURPHY FROM
MR. BARNETT

- 1 Sprayer (this was a copper tank & sprayer practically new)
- 1 Rake
- 3 Drag-forks
- 3 Shovels
- 1 Crow-bar
- 1 Axe
- 1 Matchet (?)
- 2 Mattocks
- 5 Sickles

September 9th, 1949.

To: Mr. Good
From: E. Robertson

Re: Case No. 221 & 222-1011

Figures given by your Department:

"Auction \$53.30 changed to \$52.00"
"Missing 80 changed to 75.00" (I think this is meant to be
"Missing \$74.30 changed to 75.00")

by writer

Changes made in Analysis of Personal Property Claims, Exhibit No. 6,
in pencil reveal the following distribution:

Goods worth \$52.00 - sold at auction for \$27.50
4.00 - abandoned
75.00 - recorded, now missing
131.50

From the above it will be noted that the auction receipts have been reduced from \$53.30 (originally shown) to \$27.50. The reduction of \$2.50 results from withdrawing the sale of 1 cow under item 15. The sale proceeds of \$5.00 shown on the original analysis is derived from the sale of 6 cows whereas claim has only been made for 5 cows.

Recorded now missing is increased by \$2.50, which represents the amount claimed for 1 pony which is unaccounted for.

For Abandoned Goods

I have left the \$4.00 claimed for abandoned "Wall raspberry wire" under abandoned as it has not been questioned by counsel, but I have searched through both the Claim File and the Master File but cannot find any evidence to substantiate this disposition of the wire. It has possibly been presumed that such wire would have been used by the Claimant's horses in the operation of the farm.

/s/

File No. 4511

6th July, 1943.

MEMO

Re: Shizuo AYUKAWA

Mr. Ayukawa called this morning and said that Mr. S. T. Murphy of Mission had agreed to buy his house and land for \$3,550.00 and that James M. Campbell, a lawyer in Mission, had full particulars. I telephoned Campbell who told me that Ayukawa had offered this land to Murphy for \$3,550.00 but that Murphy had not accepted the offer.

Ayukawa said that he had a bill against Mr. Murphy for strawberry boxes, wages for his wife and some other items and would be sending particulars to us in writing.

Ayukawa said that his fire insurance of \$2,000.00 had expired in April of this year and that he intended to have it renewed.

AAA

RPA:LF

MEMO TO THE FILE

24811

10th Sept., 1942.

Re: Shingo AYUKAWA

In response to our letter of September 3rd the above named Japanese came to the office this afternoon. He first requested that the insurance on his dwelling now covered under North West Fire Policy No. 205952 be written on a yearly basis so that the cost could be met each year, but when I explained to him that having the Policy written year by year it would cost considerably more money, he finally agreed and felt satisfied to let the insurance stand as renewed under the above numbered policy.

He does not think it necessary to extend the Policy referred to above to cover other buildings or chattels on the property.

He asked to be given a copy of the Policy, which we have agreed to do.

END:PM

over

MEMORANDUM

File #4611

12th September, 1942.

TO: Mr. R.G. Ball
FROM: Mr. R.P. Alexander

Re: Shiguo AYUKAWA

Would you please be good enough to tell me of the status of the above man's Ford Truck which he states was taken into custody by the R.C.M.P., was held at Hastings Park, and bore 1942 License No. CU-694.

RPA

RPA:PN

The above truck (ST230) is held by us. On March 9th it was transferred by S. Ayukawa to Henry T. Barnett, R.R. 1, Mission City and is now registered in the latter's name. He has refused to transfer the Title and we are at present awaiting his reply to our request that he sign an indemnity form preliminary to our releasing the truck to him. He states that the terms of transfer agree with Mr. Ayukawa that he would pay \$300.00 for the truck as and when he could.

H.B.

RGB:MF

October 1, 1942.

MEMO TO: MR. R. G. BELL
FROM: MR. ALEXANDER

Would you please be good enough to clear up for me the question of T 230. Attached you will find File No. 4611. Have you anything on file to show the terms under which Mr. Barnett obtained the car from Mr. Ayukawa? One memorandum from you indicates that Mr. Barnett agreed to pay Mr. Ayukawa \$300.00 for the truck as and when he could. Another memorandum indicates that the question of payment has not been raised.

If Mr. Barnett owes Mr. Ayukawa \$300.00 or any other amount in connection with this car, the Custodian's Office is very definitely interested and should make every possible effort to secure payment from Mr. Barnett. The car may have been legally transferred in the first instance, but if the consideration was \$300.00 to be paid at some future date, we should get the facts and have them press for and obtain payment.

How long was the car held for us in Hastings Park? When was it released? May I see a copy of the Indemnity Form signed by Mr. Barnett.

Very many thanks.

RPA:MA

File No. 4411

21st October, 1942.

MEMO - MISS SULLIVAN

Box T 230 - Shimao AYUKAWA

Thank you for your memorandum of October 17th. The Indemnity Form signed by Mr. Barnett is attached.

I have written to Mr. Ayukawa for information regarding the terms under which the truck was transferred to Mr. Barnett and I would appreciate your writing to Mr. Barnett for the same information. If Mr. Barnett admits any liability for payment of the \$300.00 in question, please arrange, if possible, to obtain payment.

WAG

WPA:LF

V
W

③

October 1, 1942.

MEMO TO: MR. R. G. BELL
FROM: MR. ALEXANDER

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If Mr. Barnett owes Mr. Ayukawa \$300.00 or any other amount in connection with this car, the Custodian's Office is very definitely interested and should make every possible effort to secure payment from Mr. Barnett. The car may have been legally transferred in the first instance, but if the consideration was \$300.00 to be paid at some future date, we should get the facts and have them press for and obtain payment.

How long was the car held for us in Hastings Park? When was it released? May I see a copy of the Indemnity Form signed by Mr. Barnett.

Very many thanks.

AME

RPA:MA

X

File No. 4611.

17th October, 1942.

MEMO: Mr. R. P. ALEXANDER.

RE: T230 - AYUKAWA, Shizuo

With reference to your memorandum of October 1st addressed to Mr. R. G. Bell and re the above.

The only information that we have on file regarding terms of payment for the above-noted truck is contained in a letter from Mr. H. T. Barnett dated September 5th, which reads in part as follows:

"it is necessary that some provision be made for then transportation being 2½ miles from the nearest store, so he built a garage on my place, and the price agreed on was \$300.00 and I was to pay as and when I could"

In view of the fact that Mr. Barnett had in his possession legal transfers dated on or prior to March 9th, the truck was released to him on September 12th.

I attach herewith copy of Indemnity Form signed by Mr. Barnett which I would ask you to kindly return for our file.

MS/mf

MEMORANDUM

File No.: 4611

April 9th, 1943

To: FILE

From: Mr. Green

Re: Shizuo AYUKAWA

In his undated additional registration, this man stated that the furniture was to be left in the house in the charge of his wife, Natsuye, and that she would be taking this with her on leaving.

His wife, our file 11195, declared no effects whatsoever.

On September 2nd this Japanese signed as correct a list of articles as found by us on his property and including some entrusted to Messrs. Barnett and Murphy.

The house has since been broken into as per fieldmen's report of April 2nd, but from the above and the previous report of July 28th, it appears that very little has been lost.

HFG:IP

September 22, 1943.

File No. 4033

MEMORANDUM TO FILE

Shimo AYUKAWA
Lot 4 of a Part of S.E. $\frac{1}{4}$ of
Section 28, Twp. 17, N.W.D.
Map 5727.

We are placing on file the following documents
in connection with the registering of DEED

The Canada Permanent Trust Company
to
Shimo AYUKAWA

1. Copy of application No. 1628022 dated September 8th,
1943 registering Deed.
2. Copy of Requisition for cheque dated September 1st,
1943, showing distribution of fees.
3. Post Card acknowledgment dated September 16th, 1943
from Her Westminster Land Registry Office.

Approved

DAG:JB

File No. 4411

September 21st, 1943.

MEMORANDUM

TO: Mr. Shears

FROM: Mr. Ian Macpherson

RE: Lot 4 of part S.E. $\frac{1}{4}$
Sec. 26, Township 17.

Title to this property was in the name of the Canada
Permanent with Right to Purchase to Shizuo AYUKAWA.

AYUKAWA'S interest was vested, and then varied to
permit registration of deed to AYUKAWA.

The attached Vesting Order is to be registered to vest
the interest of AYUKAWA as registered owner.

Jm.

IMM
Attach.

File No. 4611

March 8th, 1944.

MEMORANDUM

TO: Mr. Shears

FROM: Mr. Richardson

RE: Shisuo AYUKAWA - Reg. No. 13657
Lot 4, Part S.E. $\frac{1}{4}$ Sec. 28,
Municipality of Mission.

This property included in Supplementary Offer from Director of Veteran's Land. Price offered \$1405.00. The property was appraised by S.S.B. in the late fall of 1943.

Stephen F. Murphy who had a lease covering the years 1942 and 1943 is now claiming for improvements he made during his tenancy, such as clearing and planting new acreage. He claims his out of pocket expense amounted to \$415.50.

The S.S.B. inform that a Notice of Assignment was mailed to Murphy at Mission City, B. C., and that the letter was not returned.

Is there any obligation on the Custodian to recognize Murphy's claim on the basis that the improvements made by Murphy enhanced the value and that such being the case, that the appraisal of the S.S.B. was higher in consequence?

R

RR:ML

MEMORANDUM

File No.: 4611

April 6th, 1944

To: Mr. J. Moryson

From: Mr. H. F. Green

Re: Shizuo AYUKAWA

I would like you promptly to look into the question of chattels on this man's farm at Cherry Street Mission, (next farm West of 4114 Cherry Street) which you may remember inventorying with Mr. Logan in July 1942. Most articles of value are held either by Mr. Barnett (Corner of Cherry St. and Stave Lake Road) or by Mr. S. F. Murphy, the original tenant (Corner of Cade Barr Road and Mill St.). Mr. Barnett is a personal friend of Shizuo Ayukawa and has been very co-operative with this office. I suggest that the first thing to do is to discuss the question with him and then make your investigations.

Very little was left on the property and what there was, was afterwards ransacked. Our latest inventory taken by Mr. Carlsen and Mr. Anderson in April last year, shows contents as per enclosure valued at \$50.00.

Mr. Barnett held some articles for the Japanese as shown in our enclosure and signed for by the Japanese as complete in September 1942. I have marked against the enclosure those of which we have a record of disposal, and it will be in order for you to accept Mr. Barnett's explanation of any other items he is not still holding.

As the same time as the Japanese signed that the list kept by Mr. Barnett was complete, he confirmed the enclosed list kept by Mr. Murphy. It appears, however, from a letter of Mr. Barnett's, written on July 16th, 1943, that Mr. Murphy removed from Mr. Barnett's care, certain additional articles shown in our enclosure. Some of these were apparently stolen from Mr. Murphy, having been probably kept by him on the Japanese' farm, but I am not clear

MEMO - TO MR. MORYSON

-2-

April 6th, 1944

what, if anything of these is missing. The Japanese recently told Mr. Barnett that he could have the sprayer (in addition to the duster shown on Mr. Barnett's list) in exchange for the latter's services in making shipments to him.

I think if you show this memorandum to Mr. Barnett and get his advice and help, you will be able to secure a fairly complete picture of what has happened and subject to Mr. Barnett's knowledge of articles the Japanese is likely to require, suggest you dispose of the balance at auction, either by moving to Haney or by making arrangements with Mr. Carlsen and Mr. Anderson for inclusion in the next Abbotsford auction.

Enc.
RFG:IF

EFFECTS LEFT ON PROPERTY

IR HOUSE

- 1 Crock
- 1 Jap cooker
- 1 Old oil stove
- 1 Cabinet
- 3 Window screens

PICKERS HOUSE

- 1 Heater stove
- 1 Old cook stove
- 1 Kitchen cabinet
- 2 Beds complete
- 1 Round table
- 1 Old lamp base

BERRY HOUSE

- 1 Wardrobe
- 1 H.W. cabinet

PACKING SHED

- App. 160 shipping crates
- 24 Picker trays

ARTICLES LEFT IN CARE OF MR. H. D. BARNETT

- Box containing old clothes (shipped?)
- Platform scale
- Kitchen range (Sold and proceeds used to buy articles shipped to Shizuo Ayukawa)
- 20-Gal. stone crock } (shipped 13/8/43)
- 2 12-Gal. " " }
- Roll of raspberry wire
- Iron blk. and chain
- 3 Peaveys
- 5 Cross cut saws
- Box (sm. logging equipment)
- 5 Sm. sickles
- Duster -- given to H. T. Barnett for services in shipping effects.
- Mantle lantern

LIST OF ITEMS HELD BY MR. MURPHY

- | | |
|-------------------------------------|----------------------|
| Kitchen table with drawers and bins | Writing desk |
| Table (small) | Home-made bed |
| 6 Kitchen chairs | Rocking chair |
| 1 Kitchen table | Kitchen cabinet (sm) |
| | 1 Bed |

(OVER)

ADDITIONAL ARTICLES TAKEN BY MR. MURPHY FROM
MR. BARNETT

- 1 Sprayer (this was a copper tank & sprayer practically new)
- 1 Rake
- 3 Drag-forks
- 3 Shovels
- 1 Crow-bar
- 1 Axe
- 1 Hatchet
- 2 Mattocks
- 3 Sickles

NAME AYUKAWA, Shisuo

REGISTRATION NO. 13657

FILE NO. 4611

The following chattels were sold by public
auction at Mission City, B. C. on December 13, 1944.

1 Saw	✓ 1.20
1 Saw	✓ 0.75
1 Saw	✓ 1.00
1 Saw	✓ 0.80
1 Saw	✓ 0.15
1 Potvoo	✓ 1.40
1 Pickarro	✓ 1.00
1 Block	✓ 1.50
1 Chair	✓ 1.00
1 Cream can	0.55
1 Lantern	✓ 2.00
1 Buck saw	1.10
1 Chair	✓ 2.00
Scales	✓ 15.00

Total
Less Expenses: (Auctioneer's Fee: \$ 2.95
(Advertising: 0.20
(Moving: 3.24

Net Proceeds Credited:

29.45
6.39
23.06

Members of Custodian Staff Present.

Mr. W. E. Anderson

Extracted from Auctioneering List No.

Mission 12.

Remarks.

NAME AYUKAWA, Shisuo

REGISTRATION NO. 13637

FILE NO. 4633

The following chattels were sold by public
auction at Mission, E. C. on February 7, 1945.

Stove pipe (rusty)

\$ 0.75

Total

\$ 0.75

Less Expenses: (Auctioneer's Fee: \$0.07
(Advertising: 0.01
(Moving: 0.08

\$ 0.16

Net Proceeds Credited:

\$ 0.59

Members of Custodian Staff Present. Mr. W. E. Anderson

Extracted from Auctioneering List No. Mission 16

Remarks.

EXHIBIT No. 884 - 13
DATE Sept. 9/42
FILED BY Claimant

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: Mission

Date: July 18, 1942

NAME: AYUKAWA, Shisuo

REGISTRATION NO. 13657

ADDRESS: No. 4 Cherry St., Mission, B. C. (next farm west of 4114 Cherry St.)
PROPERTY:

ACREAGE: 9. 6 acres cleared, rest bush.

KIND OF CROPS: Straws. Rasp.

APPROXIMATE ACREAGE OF EACH: 4. 1/2.

HOUSE: 1 storey

VACANT:

OCCUPIED: Yes, by pickers.

DESCRIPTION: Frame, lathed

ROOF: Shingle.

SIZE: 24' x 32'.

NO. OF ROOMS 5

CONDITION: Fair

OTHER BUILDINGS: Garage. Pickerhouse 10' x 14' (fair) Pickerhouse 12' x 32'
Pickerhouse 10' x 16' (fair). Packing house. (fair)

NAME OF LESSEE OR RENTOR: S. F. Murphy, who lives at corner of Cade Bar Rd. & Mill St.

TERMS: Copy of lease in office.

WATER: Well

ON: OFF:

LIGHT: None

ON: OFF:

REMARKS: House is ready to be stuccoed. Upstairs is not finished.
Mr. Murphy states that a lot of chattels were taken away by
owner at the last minute. Very little left on the property.

INVENTORY OF CHATTELS LEFT ON PROPERTY

In house.

1 Bed.

Sm. quantity lumber. (upstairs.) *partly used*

Left in the care of H. T. Barnett, corner of
Cherry St., & Stave Lake Rd. Mission, B. C.,
by S. Ayukawa.

In Pickerhouses.

3 Heaters

Kitchen table

Bed

Bedstead

Homemade bunk

Dining table

Kitchen chair

Cook stove (sm. poor)

Kitchen cabinet

" cupboard

Wardrobe

Box containing old clothes

Platform scale

Kitchen range

20 gal. stone crock

2 12 gal. "

Roll of raspberry wire

Iron blk. & chain

3 Peaveys

5 Cross cut saws

Box. (sm. logging equipment.)

5 sm. sickles

Duster

Mantle lantern

The following chattels are being kept in Mr. Murphy's own home

Kitchen table with drawers & bins

Table (sm.)

6 Kitchen chairs

6 " table

Writing desk

Homemade bed

Machine chair

Kitchen cabinet. (sm.)

1 Bed.

Signed:

"J. Morvay"

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

~~water charges, dyking taxes and sprinkling taxes~~
THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

~~water charges, dyking taxes, sprinkling taxes~~
AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Shisuo Ayukawa

Post Office Box 151, Mission City, British Columbia

Purchaser shall notify in writing to the Vendor

4611
This Agreement,

made in triplicate this **Fifteenth**

day of **September** in the year of Our Lord one thousand nine hundred and ~~thirty~~ **thirty-six.**

BETWEEN

THE CANADA PERMANENT TRUST COMPANY, a duly chartered Company under the laws of the Dominion of Canada, with head office for British Columbia at 432 Richards Street, in the City of Vancouver, British Columbia, as Administrator under Letters of Administration with the Will annexed of the estate of John B. Cade deceased (In Trust filing No. 16050)

hereinafter called the "Vendor" of the one part

AND

SHIZUO AYUKAWA, Post Office Box 151, Mission City, in the Province of British Columbia.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Mission, in the Province of British Columbia, and being more particularly known and described as Lot Four (4), of part of the South-East Quarter (S.E. $\frac{1}{4}$) of Section Twenty-eight (28), Township Seventeen (17), in the District of New Westminster, according to Map deposited in the Land Registry Office at the City of New Westminster, B.C. and numbered 5727.

"H. E. Bond"

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **FOUR HUNDRED AND FIFTY (\$450.00)** ----- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **Two hundred and twenty-five (\$225.00)** ----- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance ~~payable on the 15th day of September, 1938.~~, namely, **TWO HUNDRED AND TWENTY-FIVE (\$225.00) DOLLARS**, on the 15th day of September, 1938.

TOGETHER with interest from the 15th. day of September 1936 at the rate of 6% per annum on the amounts of principal money owing from time to time payable after the 15th. day of September 1936 half-yearly on the 15th days of March and September in each and every year until the whole of the principal money is fully paid and satisfied, the first of such payments of interest to be on the 15th day of March, 1937.

~~DO NOT WRITE ON THIS SPACE OR THE BALANCE FROM WHICH THE INTEREST IS TO BE PAID~~
~~PERCENT PER ANNUM PAYABLE~~

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Shizuo Ayukawa
Post Office Box 151, Mission City, British Columbia

or at such other address as the Purchaser shall specify in writing to the Vendor.

IT IS HEREBY AGREED between the parties hereto that all grants, covenants, promises and conditions contained in this Agreement shall be read and held

times, in breach of his covenant, falls or neglects to pay any taxes, local improvement assessments, rates, sewer taxes, dyking taxes, water charges or sprinkling taxes, there will be no obligation on the part of the Vendor to pay the same or any part thereof and in the event of the lands covered by this agreement being sold for taxes, local improvement assessments, rates, sewer taxes, dyking taxes, water charges or sprinkling taxes, and the right to redeem forfeited or lost, the Vendor will be discharged and relieved from its covenant to convey the lands to the purchaser but the purchaser shall nevertheless remain liable to the vendor for the balance of the purchase price, and interest on the sum remaining unpaid.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "C. E. Wilson"
Street Address
City
Occupation

For The Canada Permanent Trust Company (Seal)

"G.D. Gooderham"
Vice-President

"Walter F. Watkins"
Secretary

Examined & Approved
"H.E. BOND"
Estate Officer
A.W. Atkinson, 43 Richards St. Vancouver, B.C.
Bookkeeper, as to S. Ayukawa "S. AYUKAWA" (Seal)

FOR ATTORNEY

I ~~Hereby~~ Certify that, on the

day of

1942, at
in the Province of British Columbia,
(whose identity
who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said knows the contents of said
instrument, and subscribed the name of the said thereto voluntarily
as the free act and deed of the said under authority of a power of
attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at in the Province of
British Columbia, this day of
in the year of our Lord one thousand nine hundred and forty

APPROVED

Walsh Bull Housser Tupper Ray & Carroll
Per W.W. Walsh

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

The attached is a true copy of the Agreement for Sale held by The Canada
Permanent Trust Company made between The Canada Permanent Trust Company and
Shizuo Ayukawa.

September 11th, 1942.

Acknowledgment of Officer of a Corporation

I ~~Hereby~~ Certify that, on the 5th day of October, 1943, at
the City of Toronto, Province of Ontario

Walter F. Watkins

Secretary

~~appeared~~ appeared before me and acknowledged to me that he is the
The Canada Permanent Trust Company
who subscribed his name to the annexed instrument as
The Canada Permanent Trust Company
said Company

Secretary

and that he is the person
of the said
and affixed the seal of the

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said
Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at the City of Toronto in the Province of

Ontario

this fifth day of October
in the year of our Lord one thousand nine hundred and forty-three

Seal of Notary

"W. Leo Knowlton"

Ontario

A Notary Public in and for the Province of Ontario

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

copy
IN THE MATTER OF HIRE LEASE APRIL 15th. 1942

Shiguo AYUKAWA

to

STEPHEN F. MURPHY

STATUTORY DECLARATION

I, Stephen F. Murphy of Mission City in the Province of British Columbia, Fruit Farmer, Do Solemnly Declare:-

1. That on the 15th. day of April A. D. 1942 I leased from Shiguo AYUKAWA of Mission City aforesaid, Lot 4 of part of the S. E. 1/4 of Section 28 Township 17 Map 5727 in the Municipality of Mission for a term of ten months from the first day of April 1942, at a rental of \$625.00.

2. That at the time of entering into the said lease Shiguo AYUKAWA represented to me that the growing crops on the said land consisted of the following:-

Strawberries 8.00 acres

and it was on that basis that I paid the aforesaid rental.

3. That I now find that the aforesaid acreage has been grossly exaggerated.

4. That on or about the 9th. day of October A. D. 1942 I carefully measured all the acreage in crop on the aforesaid described land and find that it consisted on five patches having a total measurement of 449 square rods which translated into acres would be:-

Strawberries 2.50 acres

being all of the acreage in growing crops on the aforesaid lands.

5. That the shortage in acreage on the said lands is as follows:-

Strawberries 2.20 acres

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Declared before me at Mission City in the)
Province of British Columbia this 16th)
day of October A. D. 1942.)

A Commissioner for taking affidavits
within British Columbia.

RECEIVED
APR 23 1942

AFFIDAVIT

DOMINION OF CANADA

PROVINCE OF BRITISH COLUMBIA

TO WIT:

) IN THE MATTER of the Estate of JOHN
) B. CADE, Deceased, and IN THE MATTER
) of the indebtedness of certain
) Japanese

I, EDWARD THOMAS SUMMERS, Estates Officer for The Canada Permanent Trust Company, at 432 Richards Street, Vancouver, British Columbia

DO SOLEMNLY SWEAR

1. THAT the following are particulars of Lease and Option Agreements, showing balances owing to the Estate of John B. Cade, of which Estate The Canada Permanent Trust Company is Administrator with Will annexed:

Shizuo Ayukawa, R.R.No.1, Mission, B.C.
Agreement of Sale, dated September 15/36 -
Lot 4 of Part of S.E. $\frac{1}{4}$ Sec.28, Tp.17, Plan 5727,
Municipality of Mission, B.C.
Original amount of Agreement....\$450.00
Terms of payment \$225.00, September 15/36, and
balance on September 15/38;
Balance now owing....\$225.00;
Interest @ 6%, payable $\frac{1}{2}$ yearly March 15th and Sept.15th;
paid to March 15/42.

Kuniyoshi Ayukawa, R.R.No.2, Mission City, B.C.
Lease and Option to Purchase, dated February 10/38,
Lot 2 of Part S.E. $\frac{1}{4}$ Sec.28, Tp.17, Plan 5727,
Municipality of Mission, B.C.
Original amount of Option.....\$540.00
Terms of Option \$50.00 Feb.10/38; \$50.00 Aug.10/38;
\$100.00 Aug.10/39-1940 & 1941, and
balance at maturity, Aug.10/42;
Balance Principal now owing.....\$490.00;
Interest @ 6% payable $\frac{1}{2}$ yearly Feb.10th and Aug.10th;
paid to August 10th/41;
Interest due to Feb.10/42....\$16.70.

Yuzaburo Ito, Mission City, B.C.
First Mortgage dated August 27/23, due Aug.27/27;
Renewal of Mortgage dated August 27/27, due Aug.27/32;
Blocks 189 & 190 in Sub. of Part of Sec.21, Tp.17,
Map 955, Mission, B.C.
Original amount of Mortgage.....\$450.00;
Terms of payment..."at maturity."
Balance principal now owing.....\$300.00;
Maturity extended to June 12/42;
Interest @ 9% payable $\frac{1}{2}$ yearly Feb.27th and Aug.27th,
paid to Feb. 27/42.

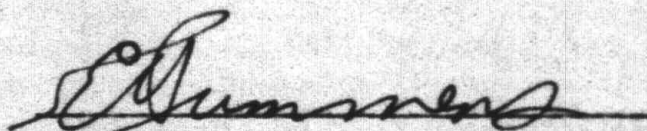
Minoru Kudo, Mission City, B.C.
Lease and Option to purchase, dated October 28/37,
Lot 1 of Part of S.E. $\frac{1}{4}$ Sec.28, Tp.17, Map 5727, N.W.D.,
Municipality of Mission, B.C.
Original amount of Option.....\$540.00;
Terms of Option \$100.00 Oct.28/37; \$100.00 Oct.28/38;
\$200.00 Oct.28/39; \$140.00 Oct.28/40;
Balance owing under Option, extended to Oct.28/41...\$344.48;
Interest @ 6% payable yearly Oct.28th; paid to Oct.28/41.

2. THAT the amounts shown as balances owing under the above-described documents, are still owing to the Estate of John B. Cade, deceased.

SWORN before me at the City
of Vancouver, in the Province
of British Columbia, this
18th day of April, 1942



A Notary Public in and for
the Province of British Columbia



Notice of Assignment of Lease J. L. 918

TO: STEPHEN F. MURPHY,

MISSION CITY, BRITISH COLUMBIA.

TAKE NOTICE that the rent payable pursuant to the terms of a leasehold indenture made the 15th day of April A.D. 1942 between yourself as Lessee and Shimpu AYUKAWA as Lessor, in respect of the lands and premises situate, lying and being in the Municipality of Mission,

in the Province of British Columbia, more particularly described as Lot Four (4) of the South East quarter (SE $\frac{1}{4}$), Section Twenty-eight (28), Township Seventeen (17), Map Five Thousand Seven Hundred and Twenty-seven (5727), New Westminster District.

and a renewal thereof entered into between yourself and the undersigned and the said indenture has been assigned to The Director, The Veterans' Land Act, and that after this date all payments of rent, whether for arrears or otherwise, must be paid by you to The Director, The Veterans' Land Act at his Regional Office, Room 609 Westminster Trust Bldg., in the City of New Westminster, Province of British Columbia.

DATED AT THE CITY OF VANCOUVER, in the Province of British Columbia, this 31st day of December A.D. 1943.

THE SECRETARY OF STATE OF CANADA,
acting in his capacity as Custodian under and by
virtue of Order-in-Council P.C. 1665, and Amend-
ments thereto,

PER *J. L. Sheary*

STATEMENT OF RENT AND LEASE

Term of lease: April 15, 1942 to November 30, 1943.

Rent for term: \$125.00 from January 31, 1943 to November 30, 1943. (Residual)

Arrears: Nil

Next rent due:

Balance payable under lease,

(including arrears, if any): Nil

This Indenture

Made in duplicate the ~~twenty-eighth~~ day of ~~May~~ in the
year of our Lord one thousand nine hundred and ~~forty-two~~

Between

SHIZUO AYUKAWA of Mission City
in the Province of British Columbia
Farmer

hereinafter called the "ASSIGNOR"
OF THE FIRST PART

Insert full
Name, Address
and Occupation
of Parties.

AND

STEPHEN F. MURPHY of the same place
Farmer

hereinafter called the "ASSIGNEE"
OF THE SECOND PART

Whereas, by Agreement of Sale dated the ~~fifteenth~~ day of ~~September~~
one thousand nine hundred and ~~thirty-six~~ and made between
THE CANADA PERMANENT TRUST COMPANY of Vancouver as vendor
of the first part, and SHIZUO AYUKAWA of Mission City
as purchaser of the second part, the said vendor did agree to sell and convey in fee
unto the said purchaser, who thereby agreed to purchase from the said vendor the
lands therein and hereinafter particularly described, for the sum of

Four hundred and fifty (\$450.00) - - - - - Dollars
subject to the conditions and covenants in said Agreement for Sale contained:

AND WHEREAS, the Assignor has agreed to grant and assign the said Agreement
for Sale and all interest therein, and in the said lands unto the Assignee;

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys
(being for principal, the sum of ~~Two hundred and twenty-five (\$225.00)~~ Dollars

and for interest the sum of _____ Dollars)
due and unpaid under said Agreement for Sale.

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of One (\$1.00) - - - - - Dollars, of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein;

AND THIS INDENTURE further witnesseth that, for the consideration aforesaid, he the Assignor HATH GRANTED, RELEASED, and QUITTED CLAIM, and by these presents, DOTH GRANT, RELEASE, and QUIT CLAIM, unto the Assignee FOREVER.

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Mission, in the Province of British Columbia, and being more particularly known and described as Lot Four (4) of part of the South East Quarter (S.E. $\frac{1}{4}$) of Section Twenty-eight (28) Township Seventeen (17), in the District of New Westminster, according to Map deposited in the Land Registry Office at the City of New Westminster, B.C. and numbered 5727.

Together with the appurtenances thereunto belonging or appertaining, and all the ESTATE, RIGHT, TITLE, INTEREST, CLAIM and DEMAND whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the Assignor, therein and thereto TO HAVE and TO HOLD the aforesaid lands and premises with ALL and SINGULAR the appurtenances thereto belonging or appertaining UNTO AND TO THE USE of the Assignee his heirs and assigns forever, SUBJECT, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown, AND SUBJECT also to the terms of the said Agreement for Sale and the Covenants and Conditions therein contained.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ONLY the said sum of

Two hundred and twenty-five (\$225.00) * - - - - - Dollars,
payable as follows:

together with interest thereon at six (6)
15th day of March
and forty-two

per centum per annum from the
one thousand nine hundred

AND the Assignee hereby COVENANTS and AGREES with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Agreement for Sale and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said Agreement for Sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that he has done no act to incumber the said lands, and has done no act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become, in part or entirety, in any-wise impaired or invalid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Assignment shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature M. M. Fletcher
Street Address _____
City or Town Mission City, B.C.
Occupation Stenographer

B. Agakawa
Shumway

Acknowledgment of Officer of Corporation

I hereby certify that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is personally known to me, and that he is the person of the said _____, and affixed the seal of the said _____ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at _____ in the Province of _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Note:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

James M. Campbell
Barrister and Solicitor
Mission City, B.C.

The Willson Stationery Co. Ltd., Vancouver, B. C.

Assignment
OF AGREEMENT FOR SALE
(BY PURCHASER)

STEPHEN P. MURPHY

TO—

SHIZUO AYUKAWA

Baird 26th May A.D. 1942

I hereby certify that, on the

FOR MAKER

_____ day of _____, 19____, at _____ in the Province of _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at _____ in the Province of _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Note:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

AFFIDAVIT OF WITNESS

I, _____ of the _____ Village _____, in the Province of British Columbia, do hereby certify that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at _____ in the Province of _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Note:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Sworn before me at _____ Mission City _____ in the Province of British Columbia, this _____ day of _____, 19____.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.



DEPARTMENT OF THE SECRETARY OF STATE
OF CANADA

TO WHOM IT MAY CONCERN

Know all men by these presents that Henry T. Barnett, in the City of Mission City, in the Province of British Columbia, for value received, doth hereby remise, release and forever discharge the Custodian, appointed pursuant to regulations established by P.C. 3959 as amended, his deputies, servants, agents and representatives of and from any and all causes of action, claims and demands whatsoever which the said Henry T. Barnett as principal or as agent, bailee or representative or otherwise howsoever may or might have for or by reason of any seizure, custody, possession, control, holding or keeping by the Custodian or by any one acting on his behalf of the motor vehicle Numbered: Licence - CU694, Make - Ford Delivery

And the said Henry T. Barnett doth covenant and agree with the Custodian to defend, indemnify and save harmless the Custodian and his deputies, servants, agents and representatives from and against any and all claims, demands, damages, penalties, loss, costs and/or expenses which may hereafter be made or charged against the Custodian or against any of his deputies, servants, agents or representatives or which the Custodian or any of the said deputies, servants, agents or representatives may bear, suffer or sustain by reason or on account of any seizure, custody, possession, control, holding or keeping of said motor vehicles by the Custodian.

Dated this twelfth day of September, A.D., 1942.

Henry L. Burdett
Witness

Henry Thomas Barnett

BC/687-P
BC/2672-B
VETERANS' LAND ACT
FARM APPRAISAL REPORT

Page 1

R.O. New Westminster

R.O. File. Gen. 28

D.O.

D.O. File

Japanese

~~Vendor's~~ Name

Shizuo AYUKAWA

Legal land description Lot 4 of Part of SE $\frac{1}{4}$ of Sec. 28, Twp. 17, Map 5727.

Municipality of Mission N.W.D.

Acres 9.00

Vendor's Name

Address

Mission, B. C.

Municipality, Township or Parish

Mission

County Westminister, B. C.

Nearest rail point Mission $1\frac{1}{2}$

Miles

N.S.E.W.; Market Town Mission

$1\frac{1}{2}$ Miles

Predominating nationality British

Religion Protestant

Nearest churches, denon

distances All denominations Mission

Schools: Public $1\frac{1}{2}$ Miles; High $1\frac{1}{2}$ Miles

Employment opportunities Seasonal berry work. Usual town jobs at Mission.

Some lumber mill and bush work 7 or 8 miles away but not easy to get except when labour is short. Some cannery work at Mission.

How did you identify this property? Map, roads. Pacing from known point and tenant.

Roads: Has property access to main road; kind of road and condition. Is road open in winter?

On good gravelled road - open the year around.

Is farm average, above or below average and why? Good average Mission small fruit farm.

Fencing, kind and condition No fencing.

Establish ownership line fences by confirming with neighbours No fences.

Water supply (give details). Plentiful supply of good water from 35' cribbed well near house. Winter creek crosses property about $\frac{1}{4}$ way back but is dry in summer.

Drainage (natural or tile). Is it adequate? Good natural surface and sub drainage.

Fertility and Tillage (describe). Decently fertile berry land. Till this year well tilled but gone back this year. 2.5 acres strawberries planted in 1942. All fruit as shown on sketch is good bearing stuff.

Weeds (names and extent). Little in way of noxious weeds. Considerable smartweed.

Average yield per acre (hay and grain). Property would yield good average yields for district

State type of farming most suitable. Small fruit and poultry.

Quote any recent sales of farms in locality. Many local sales not far away. Gibbons to Goertz 10 acres with 450 hens and a quantity of lumber at \$2000 buildings add. \$850.00 - $1\frac{1}{2}$ acres clear. Leaves land at \$450. Hanhousas sold it. Miss Casselman purchased 40 aca. no bldgs. 2 yrs. ago at \$1200. 15 aca. of it poor orchard.

How long has present owner held or operated farm?

Describe rights or easements, if any. Municipality know of none but state for certain

knowledge Registry Office would have to be consulted.

Is telephone or electricity installed or available. Light is available.

ment 1 Land \$360 Imp'ts. \$750 State annual land and school taxes; give names of taxing authorities General \$12.96, School \$8.10, Mission Municipality.

Detail other taxes or charges such as irrigation, dyking, drainage, ditch, etc. (and in Quebec—church); give names of taxing authorities none.

Describe any special features (gravel pit, lake frontage, creeks or rivers, timber, entrance to farm from public road, etc.) Land slopes off sharply from brow of hill south of house. Place has quite a bit of fairly newly cleared land now planted to strawberries.

LAND VALUE AND CLASSIFICATION

Acres	CULTIVATED LAND				Value per acre \$	Total value \$
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	Kind and quality of crop		
6.35	Undulating except for 1 hill.	Sandy Loam 12"	Silty Clay	Berries (Good)	60	381.00
AREA WHICH CAN BE CULTIVATED WITHOUT COST OTHER THAN FOR BREAKING						
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	State why not broken previously		
AREA WHICH CAN BE CULTIVATED AFTER A REASONABLE AMOUNT OF CLEARING TIMBER, STONES, DRAINAGE, ETC.						
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	Nature of reclamation necessary	Reclamation cost per acre \$	
2.65	Undulating	As above	As above	Bush	125	20
AREA UNSUITABLE FOR CULTIVATION						
	Character of land; e.g., hilly, swampy, rocky		Nature of timber, if any, and whether marketable			
9.00	Total acreage				Total value of land including fencing and water supply	
					434.00	

Westminster

R.O. File Gen. 25

D.O.

and description Lot 4 of Pt. of S¹/₄ of Sec. 28 Twp. 17, Map 5727 Ac 9.00
Mission N.W.D.

BUILDINGS: Particular care must be taken in examining and reporting on foundation, sills, roof, etc.

Buildings	Size	Height in feet	Material	Foundation	Roof: type and condition	Age of bldg.	State of repair of bldg.	Present value \$
House	24 x 32	13	Frame	C. Posts	Shgle.	10	Good	850.00
Pickers House	12 x 32	10	Frame	C. Posts	Shgle.	5	"	125.00
Henhouse	16 x 16	10	"	"	"	8	"	70.00
Woodshed	16 x 24	9	"	"	"	8	"	100.00
Also a valueless 6x8 bathhouse on north section of place.								
On the South section there is as follows (all old):								
Pickers house	12 x 16	11	Frame	C.P. sts	Shgle	12 old	Fair	100.00
"	12 x 14	10	"	"	"	"	Poor	50.00
Pack Shed	12 x 15	Board	roof					nil
"	Small	"	"					"
There is also a valueless wood shed								
On north section there is a pack shed serving fruit area but it is on next property to west.								
Total value of buildings								1295.00

State peculiar features of bldgs. if any. House quite good. Upper bldgs. generally fair but lower ones poor and rather too far away to be of much use.
Are bldgs. painted? no Condition of paint. Describe needed repairs and approximate cost. Serviceable now in their cheapish way.

Give word picture of house, inside and out, including heating and basement if any. House set up rather high on posts, sided out, shiplap covered with building paper in, double fir floors 8' ceilings, V-joint 4' up walls inside, 6 fairly decent rooms, upstairs could be made into 2 rooms, unfinished now.

No. of rooms: downstairs 6 upstairs nil How finished shiplap in with 4' V-joint from floor, covered with building paper.

Describe chimneys Brick to ground Distance from nearest bush 85' Is there any fire hazard near bldgs.? Wood shed 24' What bldgs. have lightning rods? none

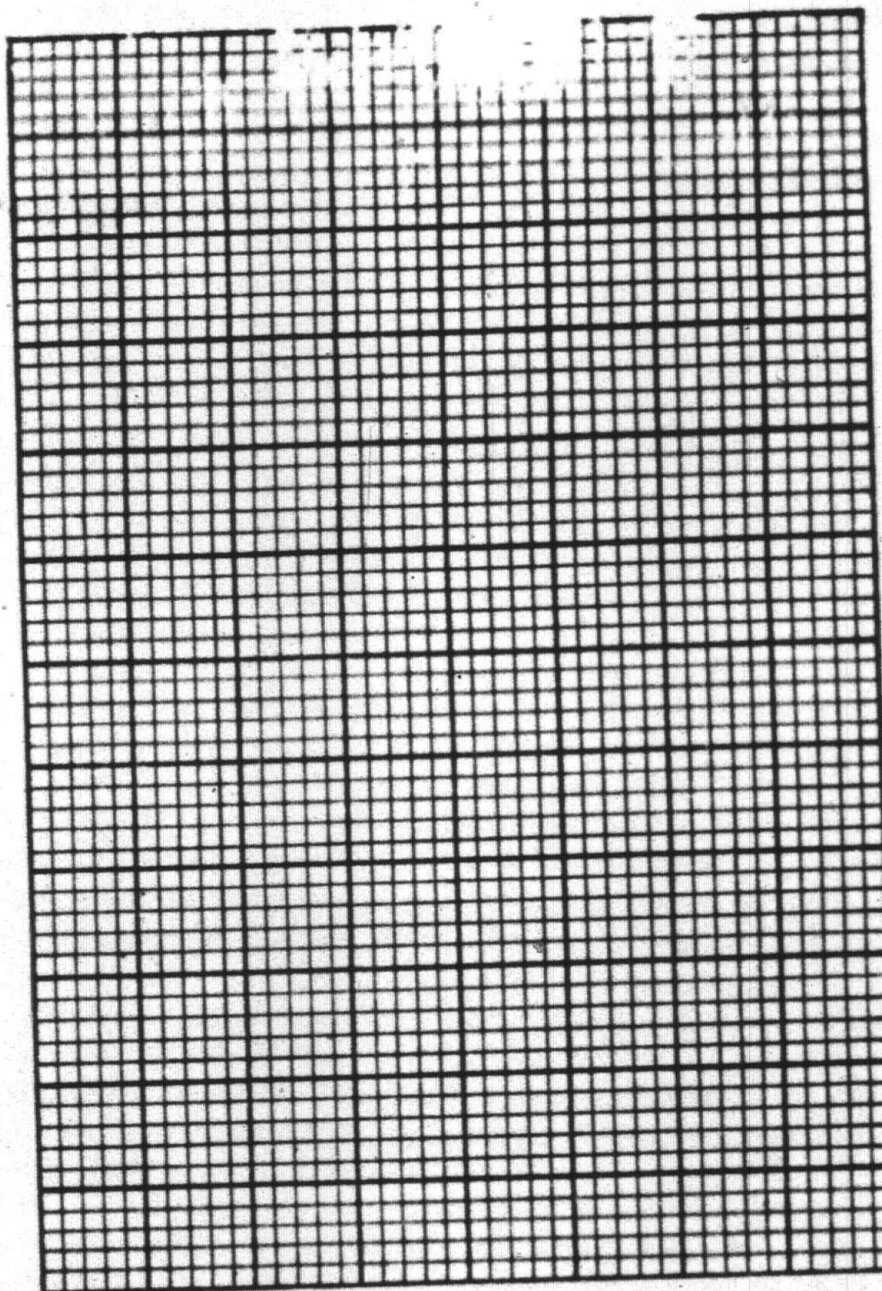
Is there hay fork, track, car and rope, in barn? No barn

Scale: inches to mile.
A. W. B. S. (all fill in scale used in diagram)

LEGEND

- Cultivated area - yellow outline
- Cultivable after clearing and/or breaking - green outline
- Steep slopes - leave white
- High knolls - wavy line
- Fence: barbed wire - x-x-x-x
- Fence: woven wire - o-o-o-o
- Fence: rail, stump, etc. - - - - -
- Buildings: house - [H]
- barn - [B]
- granary, etc. - [G]
- Well - [O]
- Soil test holes: - (1)
- (2)
- (3) etc.
- Trees: - x x x x x
x x x x
x x x

Diagram insert
to be attached



Indicate north by arrow
N
↑

Value of land, including fences and water supply \$ 434.00
Value buildings add to land \$ 1000.00
Value tree and bush fruits add to land \$ 10.00
Total value of property \$ 1484.00

Do you consider this property suitable for full time farming under the Veterans' Land Act? (If not, why)
Suitable for small fruit full time and with added poultry buildings this
line could be developed. Might be combined with Fukami alongside to make
an 18 acre mixed farm.

I certify that I have carefully inspected the property herein described, that it is the land covered by the legal description
given and that all the buildings listed in the schedule are located on the property. Having regard to the nature and history
of the farm it is my opinion that its value is \$1434.00

Date of inspection Aug. 27th, 1943. Appraiser J. H. Ramsey

We have considered the above appraisal and all available information regarding the property. In our opinion its sound
value, under present conditions, is \$
We consider this property (insert suitable or unsuitable) for the purposes of
the Veterans' Land Act. We recommend that it be purchased within the following price range \$
to \$.

Remarks

Date 19 Chairman, Regional Advisory Committee
(Chairman and at least one member of Member, Regional Advisory Committee
Committee must sign this statement) Member, Regional Advisory Committee

District Office review

Reviewing Officer

District Superintendent's decision Approved for purchase at \$1405.00.

Date Jan 18th 1944 District Superintendent

4611

U. S. 100-2280 Rev. 3-41

USED CAR APPRAISAL RECORD

NAME T 230

ADDRESS

Paint	\$25.00	Make	
Tires <u>5</u> <u>fair.</u>	\$		
Body & Fenders	\$8.00	Body Style	<u>Ford.</u>
Glass	\$7.00		
Top	\$		
Nickelling	\$		<u>Pickup.</u>
Radiator	\$		
Running Boards	\$		
Mats & Kick Pads	\$4.50	Year	<u>36</u>
Upholstery	\$		
Hardware	\$		
Motor Expense	\$18.00	License	
Transmission	\$		<u>64694.</u>
Rear Axle	\$		
Universal Joints	\$		
Clutch	\$	Serial	<u>61813</u>
Steering	\$		<u>15274.</u>
Brakes	\$14.00	Mileage	<u>38337</u>
Tighten Up	\$6.00		
Muffler	\$8.00		
Sundries	\$10.00		
Wash & Clean Motor	\$2.50		
Clean Interior	\$2.00	Remarks	
Oil & Grease, Change	\$		
Oil & Check Over	\$1.50		
Total	\$100.50		

Mod. interested in Selling price \$ 220.00

Salesman ✓ Less Repairs \$

Date 11. 11. 36 Allowance \$

Appraised by H. Stone

For immediate acceptance only.

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment

T230

Seizure No.

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No. **E269-G-13-3**

Detachment
Sub-Division
Division
Date

(E)
March 20

1942

RE: **Shisuo AYUKAWA R R 2 Cherry St Mission B.C.**
On **March 20 1942, 1 Goodfellow K.R.**
Came into possession of the following goods by:-

SURRENDERED UNDER O.I.C. PG 14861

HENRY T. BARNETT
STATE BRIGADY AUTHORITY, ETC., WRECKER, RESEARCH WAREHOUSE, ETC.

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		Stake Lake Rd Ammun
		CU 694 (42)
		Ford Truck 36
		38336
		Pair
		Nil
		Left Door Window cracked
		Windshield cracked
		Rear fender broken
		13657
		March 20/42
		Signature of Member Submitting Report

Rev. Rec. No.

PROVINCE OF BRITISH COLUMBIA.

"MOTOR-VEHICLE ACT."

Licence No. **CU 694**

Year **1942**

NOTICE OF TRANSFER OF MOTOR-VEHICLE.

To the Commissioner of Provincial Police, Victoria, B.C.:

Notice is hereby given that the motor-vehicle (Name **Ford**, style **Delivery**),
the particulars whereof are set forth in Motor-vehicle Licence No. **CU 694**, B.C., which is attached hereto, has this day
been transferred by the undersigned

Henry F. Barnett
(Signature in full.)

Barnett
(Name.)

to the undersigned **G. W. McPherson, Authorized Deputy of the Custodian.**
(Signature in full.) (Name.)

and that the garage or place where the said motor-vehicle will hereafter be kept is at

and that the said motor-vehicle will be used for the purposes of

Dated this **31st** day of **August**, 19**42** at **Vancouver**, B.C.

Signature of transferor

Place of residence of transferor

(Number.)

(Street.)

(City or town.)

Signature of transferee

Place of residence of transferee

(Number.)

(Street.)

506 Royal Bank Bldg.

Vancouver, B.C.

THE PRESCRIBED FEE OF SEVENTY-FIVE CENTS IS ATTACHED HERETO.

4611

21st August, 1942.

W. E. Stickney, Esq.,
Treasury Department,
British Columbia Security Commission,
Marine Building,
Vancouver, B. C.

Dear Sir:

Re: Shizuo AYUKAWA

Mr. Wright, Manager of the Enemy Section, informs me that you telephoned him yesterday asking for some information about the Japanese individual mentioned above, Police Registration No. 13657.

As Mr. Ayukawa is not an internee Mr. Wright referred the case to me, and although I telephoned to you two or three times yesterday afternoon I was unable to find you at your desk.

I do not know the nature of the information you desire but it may be of some assistance to you to know that Mr. Ayukawa leased his farm through the Pacific Co-operative Union to a Mr. S. F. Murphy for a sum of \$625.00 of which he received, it is reported, the sum of \$312.50 in cash. He also received a cheque for \$312.50 postdated to September 1st. We have had payment of this cheque stopped and the amount of the cheque will be paid to the Custodian's office for the account of Mr. Ayukawa early in September.

Amongst Mr. Ayukawa's obligations noted in our file are \$225.00 owing by him on his land, taxes of \$21.00, a doctor's bill of \$22.00 and two or three minor items.

Mr. Ayukawa seems to be under the impression that he sold his farm to Mr. Murphy for \$3,550.00. Upon investigation Mr. James M. Campbell, a lawyer in Mission, who has full particulars, states that he offered to sell this land to Mr. Murphy for \$3,550.00 but that Mr. Murphy had not accepted the offer and was not likely to do so.

Ayukawa states that he has a bill against Mr. Murphy for strawberry boxes, wages for his wife and some other items, and would be sending in particulars to us in writing but so far he has failed to do so.

May we suggest that you be good enough, unless the matter is extremely urgent, to refer to us in writing for any information you require at any time which is contained in our files.

Yours truly,

R. P. Alexander
Manager

RPA:LF

4611

21st October, 1942.

Mr. Shimuo AYUKAWA,
Registration No. 13657,
New Denver, B. C.

Dear Sir:

Further to our letter dated September 14th in connection with the truck which you apparently sold to Mr. Henry T. Barnett of Mission City, we have to report that Mr. Barnett had in his possession legal transfers dated on or prior to March 9th, 1942, in consequence of which the truck in question was released to him by the Custodian's office on September 12th, 1942.

At the time of the release of the truck Mr. Barnett provided this office with an indemnity form duly signed, holding the Custodian's office free of any responsibility. The Custodian's office has no information from you as to the terms under which you transferred your truck to Mr. Barnett. If you have any claim against Mr. Barnett we would appreciate your providing us with full particulars, preferably of a documentary nature.

Yours truly,

R. P. Alexander
Manager

RPA:LF

412-G

R. R. I. Mission Bely. 136.

Sep 5. 1942.



OFFICE OF THE CUSTODIAN
OF THE ALIEN PROPERTY

RECEIVED
SEP 5 1942

R. R. I. Mission Bely.

Dear Sir:

Replying to your letter of Aug. 31st

File No 412-F. re a car. I look over from
Ayukawa.

For months past I have been trying to
establish connections with someone in authority
in order to get the affair straightened out but
each time I wrote no reply was given even
though Mr Hill of the mounted Police tried
to secure to have no better success. The
delay turned what would have been a
profitable season for both Ayukawa & myself
into one of loss as with the use of the track during
every season I could easily have made
enough to pay the price agreed on & as that
is about the only kind of job I can do owing
to physical disability it was a disappointment.

to say the least.

Now as to why the validity of the transaction should be in question  is beyond me, if it is invalid then there must be many in the same category as I personally know of several who made similar deals but who unlike myself ignored the order by Austin Taylor to send the cars in.

The circumstances connected with the transfer were as follows.

When the trouble broke between our respective countries, Anyakawa, whom I had known for about fifteen years & had done much business with came to me asking me to take over his car as he was not allowed to drive & he being physically handicapped & unable to do much walking & having a large family it was necessary that some provision be made for their transportation being 2½ miles from the

nearest store, so he built a garage on my place
 the price agreed on was \$300 & I was
 to pay as & when I came, not being
 sure if it would be legal we both went to the
 police in Mission & received his O.K. & so the
 transfer was made but ten days later & I had
 not yet received the official transfer from
 Victoria, the order from Austin Taylor was
 circulated that all cars of the Japanese had to be
 in Hasting Park within twenty-four hours & so not
 wishing to be the means of getting him into trouble
 I advised him to take it in & I would write
 the Customs' office which I did & the letter
 was apparently ignored as it was not
 returned nor answered. Since then I have
 been in communication with the Provincial & District
 Police they promising me advice upon hearing from
 the but as before stated they had no better
 success so I never received the advice.

Then by a strange quirk I wrote to
 Mr. Hill by the same mail that brought
 your letter & I am  awaiting his reply
 which I know will be prompt.

I can assure you that I have no other
 motive than that of justice to Aikawa
 & all do I know how hard these fellows
 have had to work in order to get the few things
 they have & as you will know I have much
 stuff that they value here in my home & my
 only desire is that I may be able to take
 care of it until brighter days shall come.

I might add that Mr. Barnett & myself have
 been very closely associated with all the Japanese
 in this district & have been their kindergarten
 teacher for many years & together we have had
 an adult night school for twenty four years
 I think this will show sufficient reason for their
 trust in us which we would not betray for any
 thing unless of course they ask in any way.

11195
4611

November 6, 1942.

Mr. James M. Campbell,
Barrister & Solicitor,
Mission City, B. C.

Dear Sir:

Re: M. AYUKAWA

Further to ours of the 2nd instant, re the above. We had communicated with a Shizuo Ayukawa, as it appeared to us that this was probably the party in question, as his wife's name was N. (Natsue) Ayukawa. He has now replied as follows:-

"Having had letter from you date 2nd day Oct. I just received, Dr. Eacrett, Mission City. He claim for your office for a confinement 1939 sum of twenty two dollar. Those claim I pay on the 25th June, 1942, before I evacuation New Denver. It already settle pay for to Dr. Eacrett. Will you kindly notice to Dr. Eacrett this matter, their for I do not acknowledge that debt."

From the above it would appear to us that this is the family in question, and that they have already made a settlement.

Will you kindly check if Dr. Eacrett received \$22.00 on the 25th June, 1942, as stated in Ayukawa's letter.

Thanking you for your early attention.

Yours truly,

A. McAlister,
Claims Department.


AMCA:ND

R. R. No. 1,
Mission City, B. C.,
May 5, 1943.

R. P. Alexander, Esq.

Dear Sir:

Rai Shizuo AYUKAWA and Shingo KUNIMOTO

Your representative evidently failed to understand the matter correctly. The reason I mentioned it to him was I thought in his capacity he could try to get the man Theisen to pay the three dollars.

I believe your office or J. B. Shimek were partly to blame for my failure to get this money as Theisen said he was told by both of you to come and get the rack which Kunimoto had left with me. I refused to let him have it until I had obtained permission from the owner, but he pressed so hard that on his promise to pay when I found out how much it was, I weakened and let it go, but this is just a small matter between friends and has been settled long ago though I did want to make that cheat Theisen pay, as I understand he also cheated Mr. Ordoy out of the rent he should have got from the Araki place and this is the kind of person that has been allowed to take over one of the finest Japanese homes here. If I do get the money I shall send it on to Kunimoto though he instructed me to keep it. I might say here that Kunimoto and I were all the time business partners and have complete confidence in one another's integrity. I might also report what I have on several occasions told your office clerk for the past twenty-five years we have worked among the Japanese of this district as teachers, etc. and in that time have succeeded in gaining their trust which we would not betray under any circumstances, and anything we can do to alleviate their unpleasant circumstances we count it a privilege and gives us an opportunity to demonstrate in a practical way the Christian principles we have tried to teach them in the past.

Now as regards Ayukawa. The money I hold for him is the proceeds of a contract made before evacuation in which an unlimited time was allowed for payment to be made, when the cash was available I was instructed by Mr. Ayukawa to hold it as a shopping fund so that from time to time as necessity arose I could purchase articles for the family and ship them up. I explained this to your representative but he probably didn't understand. I have always co-operated with your office in every possible way and shall continue to do so, but I feel it my duty as a Christian teacher of these people to keep any promises made to them and to render them any service in my power.

Yours respectfully,

"H. T. Barnett"

P.S. Kindly hand enclosed
to Mr. Green.

4611

May 7, 1943.

Mr. Henry T. Barnett,
Steve Lake Road,
MISSION, B. C.

Dear Sir:

Re: Mr. Shizuo AYUKAWA. Reg. No. 13657

Reference is made to that portion of your letter dated May 5th, for which please accept our thanks, having to do with Mr. Shizuo Ayukawa.

Your letter indicates that you are holding on behalf of Mr. Shizuo Ayukawa proceeds of a contract made previous to evacuation on the understanding that you would be holding proceeds as realized on behalf of Mr. Ayukawa, against which you would be free to draw from time to time, or which might be utilized by you at the request of Mr. Ayukawa for making purchases on his behalf.

We fully appreciate the aid and comfort you are giving to your Japanese friends and your desire to continue doing so. However, under the Powers conferred on the Custodian under the Consolidated Regulations Respecting Trading with the Enemy (1939), the Custodian requests, under Article No. 56, that you provide us with complete information regarding the transaction involved, together with particulars of amount held, and under Articles Nos. 34, 35 and 36, the Custodian stipulates that you forward to this office in the form of a cheque made payable to the Custodian of Enemy Property the amount of money held by you to the credit of Shizuo Ayukawa, an individual of the Japanese race, whose affairs vest in the Custodian.

We desire to make it quite clear to you in conclusion that we fully appreciate your motives and the stand you have taken, but may we please reassure you that we in turn will place the money in an account in the name of Mr. Shizuo Ayukawa, and if and when he sends requests to you for purchases, etc., you are entirely at liberty to relay such requests to us where such requests will be given the kind and sympathetic consideration which you yourself obviously would like to see continued.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

4611

May 12th, 1943.

Mr. Stephen Murphy,
Mission, B. C.

Dear Sir:

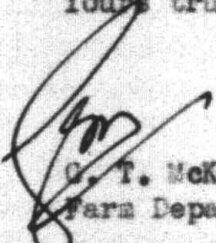
Re: SHIZUO AYUKAWA
Lot 4, SE 1/4, Section 28,
Tp 17, Map 5727

Your lease dated April 15th, 1942, covering the above described Japanese property expired at the end of January, 1943, and according to our records no arrangement has been made as to the rent you will pay for 1943.

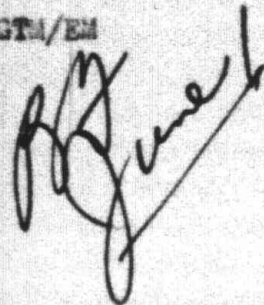
In a recent discussion with you you gave me to understand that you had purchased Ayukawa's equity in the property. If that is the case, we must ask you to forward to this office at once written evidence of your having done so. According to the Canada Permanent Trust Company, registered owners of the property, their files do not disclose an agreement as between you and the Japanese.

Awaiting your immediate reply, we are

Yours truly,


G. T. McKay,
Farm Department.

GTA/EM



R. P. Alexander Esq.
Office of Custodian

Dear Sir

EVACUATION SECTION	
Recd	MAY 21 1943
File No.	
Ans.	Done
Referred	Clayton

R.R.I. Mission City

May 20. 43.

Re Shigeo Ayukawa File No. 4611.

The reason I did not answer your letter re the above was because I resented the insinuation contained therein regarding "Trading with the enemy."

If trying to spread a little Christian Charity, if visiting the I. B. Case in Hastings Park, attending the funerals of those who died while there, if keeping my word to those forced from their hard-earned homes constituted "Trading with the enemy" then my wife & I are guilty.

But, and I wonder how many more times it will be necessary to tell your office the information you asked for has been

given at least ²twice over are kept perfect
as to any disposal of property left in my
care. I can account for every article, which
I think it safe to say cannot be done by
those who are receiving good salaries for looking
after it.

Understand please once & for all. I have no
allotment of time in keeping this money, I fail
to see the difference in being allowed the
care of hundreds of dollars worth of chattels &
a few dollars in cash. As to the Cash Steward
in your letter saying the Japanese would receive
the same sympathetic treatment that we give
them, why then are their letters unanswered?
& I can well imagine what would happen to a
request for half a dozen yards of flannel & a
dozen diapers,

It is these little things we take care of &
are proud of the privilege.

Yours truly
H. J. Barnard

4611

May 21, 1943.

Mr. Henry T. Barnett,
R. R. No. 1,
Mission, B. C.

Dear Sir:

Re: Mr. Shizuo AYUKAWA

Thank you very much for your letter dated May 20th. We regret to observe that you regarded mention made by this office of the "Consolidated Regulations Respecting Trading with the Enemy (1939)" as an insinuation, whereas in fact no insinuation was either made or intended. The regulations mentioned by their correct name in full are the regulations under which the Custodian carries out his duties in respect of those individuals of the Japanese race who have been evacuated from the Protected Area.

This office and the undersigned appreciate thoroughly your motives and your desires. The next time you are in Vancouver, and if you have the time to do so, the undersigned would greatly appreciate your calling at this office so that he may have the opportunity of meeting you and discussing with you matters of common interest. We believe that such a meeting will go a long way towards dispelling certain misunderstandings indicated in your letter.

The Custodian must stipulate that you forward to this office in the form of a cheque made payable to the Custodian of Enemy Property the amount of money held by you in trust to the credit of Shizuo Ayukawa, an individual of the Japanese race, whose affairs vest in the Custodian. We have no intention whatsoever of quarrelling with you, and if it is your desire to retain in trust for the time being funds belonging to Mr. Shizuo Ayukawa, would you be willing in turn to arrange for payment, on behalf of Mr. Shizuo Ayukawa, of claims filed with us against Mr. Shizuo Ayukawa. For example, Mr. Ayukawa has one claim against him of \$196.70 and in addition has asked that funds realized by the Custodian on his behalf be applied towards reduction of mortgage held by the Canada Permanent Trust Company on the property of Mr. Shizuo Ayukawa. Specifically, the truck which Mr. Ayukawa left in the Protected Area was released to you, but any interest whatsoever which Mr. Ayukawa may have had in the truck in question vested and continues to vest in the Custodian.

Yours truly,

H. P. Alexander,
Manager.

RPA:MA

COPY

R. R. No. 1,
Mission City, B. C.,
May 25, 1943.

R. P. Alexander, Esq.,
Office of Custodian;

Re: Shizuo AYUKAWA, File No. 4611

Dear Sir:

Many thanks for your understanding letter of the 21st inst.

I am extremely sorry if my previous letters sounded a little bitter, but I have witnessed so much injustice to these unfortunate people that I sometimes feel ashamed of my own race and especially that section which claims to be Christian.

My sincere appreciation too of your invitation to call on you and talk over matters of common interest. I feel you are really in earnest as regards the affairs of the Japanese and should I be in town I shall certainly avail myself of the opportunity to make your acquaintance.

The suggestion you make regarding using the money I hold for Ayukawa on the mortgage interests me very much. I have been considerably worried about the matter ever since Mr. Murphy, who took over the property, boasted that he had bought the mortgage and therefore owned the property.

I acted as go-between for all six of those Japanese living on that block of land, was instrumental in getting it subdivided and did all the correspondence connected with the deal and know Mr. Band personally (he is the mortgage company's representative) and just in case you might think I made a good commission I would like to say I never even got postage out of it nor would I have accepted any. I have been called many kinds of a fool by those who know of these things, but money has got no attraction for me. I love to help those who appreciate it and I believe that is the reason the Japanese place such confidence in my wife and me.

Sorry to be so long winded but I shall be very happy to hand over the money for the above purpose if you will kindly instruct me how to go about it and if you will be good enough to explain the matter fully to Ayukawa. I have the cash right here and can hand it over at a moment's notice.

I would appreciate it if you would give me receipt in duplicate so I can send one to Ayukawa and I must say that I feel much better now that we understand each other and I feel sure you will do your best to see justice done.

Yours truly,

"H. T. Barnett"

4611

May 28, 1943.

Mr. H. T. Barnett,
R. R. No. 1,
Mission City, B. C.

Dear Sir:

Re: Shizuo AYUKAWA

Thank you very much indeed for your personal letter dated May 25th to which I am taking the liberty of replying officially as I desire to give you the added assurance in my official capacity as Manager of the Japanese Evacuation Section in addition to my own personal assurance.

May I repeat again that I appreciate deeply the stand you have taken, agree, of course, to explain the matter fully to Mr. Ayukawa, and agree also, upon my receipt from you of the money involved, to send you an official receipt together with a copy so that you can send it to Mr. Shizuo Ayukawa.

The amount owing by Mr. Ayukawa to the Canada Permanent Trust Company on principal under Agreement for Sale covering property known as Lot 4 of part of the South East $\frac{1}{4}$ of Section 28, Township 17, New Westminster District, Map 5727, is \$225.00. We were able to arrange for payment of interest which was in arrears of \$13.53 and interest is, therefore, paid up to March 15, 1943. We have also arranged for payment of taxes on the property for 1942 of \$23.17 and upon receipt of the money which you will be sending to this office, propose in the interests of Mr. Shizuo Ayukawa to effect payment, thereafter possible as a result of your remittance, to the Canada Permanent Trust Company in full of the amount due on principal and the remaining balance due on interest under the terms of the Agreement for Sale in such a manner as to obtain title without encumbrance in favour of Mr. Shizuo Ayukawa. There will also be available sufficient on hand not only to meet other claims now on file against Mr. Ayukawa, but to leave in the hands of the Custodian a balance available to Mr. Ayukawa for his own use as and when he may so desire.

If you recommend our doing so, we can forward then direct to Mr. Ayukawa the free balance which will be remaining in his account.

Yours truly,

R. P. Alexander,
Manager.

RPA:HA

EVACUATION SECTION	
Rec'd	JUN 3 1943
File No.	1611
Ans.	AM
Referred	Alexander

May 28, 1943.

aut to Shears

Mr. R.P. Alexander,
Dept. of the Secretary of State,
Office Of the Custodian.

Referring to your letter of March 3rd, you stated that you will write to me regarding the balance remaining to the credit of my account with you.

I still have \$225 owing to the Permanent Trust-Company which I would like to liquidate with the fund credited to me in the office of Custodian.

Will you please answer me at your earliest convenience.

Yours Truly,

S. Ayukawa

S. Ayukawa.

4611

June 28, 1943.

Mr. Shizuo AYUKAWA,
Registration No. 13657,
New Denver, B. C.

Dear Sir:

Re: Settlement of Crop Claims

The Custodian's Office has received quite a number of claims from tenants who leased farm properties from persons of the Japanese race and whose growing crops were sold to the tenant under written agreement which contained the specific acreage said to be under cultivation.

The claims filed with the Custodian have been based on the difference between the acreage specified in the agreement which you signed and the actual acreage of crops under cultivation.

We have gone into this matter very carefully and the difference in acreage has been established by actual measurements. Legal opinion which we have obtained on your behalf advises us that the agreement you signed would leave you liable for the full amount of the claim. However, we have been able to secure the consent of the tenants to the reduction of their claims to 70% of the full amount.

The amount claimed against you for a difference of 2.25 acres amounted to \$281.00 and a settlement on the basis of 70% which amounts to \$196.70 has been charged to your account and this letter is being sent so that you may be aware of the circumstances of this charge.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

1611

June 28, 1943.

Mr. Shisuo AYUKAWA,
Registration No. 13657,
New Denver, B. C.

Dear Sir:

Thank you for your letter dated June 22nd. We must confess that we have had some considerable difficulty in understanding you but the following will, we hope, be of some assistance to you.

You make mention of interest payment of \$13.53 paid by the Custodian on your behalf by the Canada Permanent Trust Company and desire to know why payment on principal was not made earlier so as to avoid interest. If you will be good enough to refer to our letter to you dated June 6th you will find attached thereto a statement of your account with the Custodian, and if you will be good enough to look at said statement you will see that we were unable to cash your Pacific Co-operative Union cheque No. 496 for \$312.50 until towards the end of February 1943, following which on March 4th we paid taxes for you and interest for you on the mortgage. Subsequently on your behalf we paid to the Canada Permanent Trust Company final balance due of \$234.20 representing \$226.00 on principal plus \$3.20 on interest to June 9th plus \$5.00 for a Deed covering the land in question. It is now anticipated that Deed to the property will be issued to your name in the very near future.

One reason for the delay in our being able to obtain payment from the Pacific Co-operative Union of the cheque of \$312.50 is because of a claim filed with us against you through the Pacific Co-operative Union on the score of acreage regarding which we are writing to you separately today.

On June 12th we sent you a cheque for \$100.00 reducing your credit balance with the Custodian from \$315.60 to \$215.60. A cheque is now being issued for \$196.70 in settlement of the crop claim and this will leave a balance remaining in your account of only \$18.90 which undoubtedly will be required by Mr. Barnett for covering cost of shipping to you the items you have now requested.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 4611

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

June 30, 1943.

The Pacific Co-operative Union,
Mission City, B. C.

Dear Sirs:

Re: Shizuo AYUKAWA, Reg. No. 13657,
Mr. Stephen F. Murphy
and Acreage Adjustment Settlement

As you know, Mr. Stephen Murphy has filed with us a claim against Mr. Shizuo Ayukawa on the score of acreage adjustment of \$281.00 covering 2.25 acres. Settlement on a 70% basis has been agreed upon making the amount at issue \$196.70.

You will find attached our cheque No. 3937 payable to your order and amounting to \$196.70 which is tendered to you for acceptance on the following conditions:

1. This sum is to be credited by you on your ledgers to the account of Mr. Stephen Murphy on the distinct understanding that he regards such an act by you as settlement in full of his claim against Mr. Shizuo Ayukawa mentioned above;
2. That in consideration of payment mentioned you hereby relieve Mr. Shizuo Ayukawa of his liability as guarantor or endorser of any note signed by Mr. Stephen Murphy in favour of the Pacific Co-operative Union and that you so confirm to us this understanding when acknowledging receipt of the attached cheque;
3. That before permitting withdrawal by Mr. Stephen Murphy from his account with you of any or all of the \$196.70 in question, you will be resitting to us or reserving a sufficient amount in the account for the purpose of remitting to us at a later date any amounts known by you to be owing by the said Mr. Stephen Murphy to Mr. Ayukawa or to the Custodian on behalf of Mr. Ayukawa in connection with any lease which Mr. Stephen Murphy may have on the property.

This opportunity is taken to request that you provide us with particulars of the terms under which Mr. Stephen Murphy is leasing the property of Mr. Shizuo Ayukawa.

Yours truly,

R. P. Alexander
R. P. Alexander,
Manager.

RPA:MA
cc Mr. W. S. Ure

884 - 9

Sept 9/48

Claimant

August 31, 1943.

4611

Mr. Stephen F. Murphy,
Mission, B. C.

Dear Sir:

Re: Shizuo AYUKAWA

You have indicated to us verbally that you had reached some agreement with Shizuo Ayukawa covering purchase by you of his property, or that you hoped to reach some such agreement, but to date you have failed to comply with any of our requests for specific particulars. Your solicitor, Mr. James M. Campbell of Mission, whom you suggest is in possession of details of an alleged purchase agreement, has also failed to provide us with any particulars whatsoever.

The Custodian, therefore, does not propose to be party to your continued undisturbed occupancy of the property of Shizuo Ayukawa and is prepared to take the necessary steps in the event of your failure in the very near future either directly or through your solicitor to provide us with complete facts.

The intimation contained in this letter is without prejudice to the rights of the Custodian to seek and obtain from you on behalf of the said Shizuo Ayukawa adequate compensation for use by you of the property of Mr. Ayukawa for the period commencing from date of termination of your lease dated April 15, 1942 together with a satisfactory accounting covering stock, tools, etc., left in your care by the said Shizuo Ayukawa.

The only record we have of any concrete nature in this office in connection with the matter of the possible sale by Mr. Ayukawa to you of the property in question is the statement you made in this office to the effect you definitely had not made any agreement with Mr. Ayukawa with a view to purchase and did not intend doing so. Consequently, we are at a loss to account for your continued occupancy of the premises and do not propose that the present situation continue.

Yours truly,

RPA:MA
cc Mr. James M. Campbell

R. P. Alexander,
Manager.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Dec. 8, 1948

nd *L. B. Cloughan*

EXHIBIT NO. 884 - 4
DATE Sept. 9/48
FILED BY Claimant

THE LONDON & LANCASHIRE
GUARANTEE & ACCIDENT COMPANY OF CANADA

626 Pender St. W.,
Vancouver, B. C.

MISSION CITY, B. C.
October 23rd, 1943.

Dept. of the Secretary of State,
Office of the Custodian,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	OCT. 25 1943
File No.	
Ans.	
Refer	Richardson

Dear Sir: Japanese Evacuation Section

In reply to your telephone call and message to Mr. A. B. Catherwood re appraising Lot 4 of part of the S. E. $\frac{1}{4}$ of Sec. 28 Tp 17, formerly owned by Shiziro Ayukawa, I beg to submit the following report:-

This farm comprises 9 acres situated on a Southern slope. 4 acres are cleared. There are 12 fruit trees, some raspberries and strawberries. The land is worth about \$70.00 an acre, or \$630.00

There is a house 24 by 32 valued at \$1200.00
And packing houses worth about 200.00

Total Value \$2030.00

Yours truly,

"E. A. B. Catherwood"

E. A. B. Catherwood.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Dec. 8, 1948

ms C. McLaughlin

884 - 3

EXHIBIT NO. _____
DATE Sept. 9/48
FILED BY Claimant

File #4611

October 26, 1943.

MEMORANDUM - FILE

Re: Shiguo AYUKAWA

Lot 4 of Part of S. E. $\frac{1}{4}$, Sec. 28
Municipality of Mission

Mr. Stephen F. Murphy came to the office this morning to discuss his purported deal re purchase of above noted property. Present at the interview were Mr. Murphy, Mr. W. Anderson and myself.

I informed Mr. Murphy that the Custodian was prepared to recommend the sale of this property to him for \$2,030.00 cash (the appraised value.) Mr. Murphy replied that he could not consider paying this amount as it was too high. He figured \$1,500.00 was a good price. He then agreed that he had no further interest in buying but would endeavor to lease the property for 1944 from whoever purchased it, if and when a sale was made by the Custodian.

"R. D. Richardson"

RDR/MFP

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Dec. 8, 1948

W. L. Chapman

Attached to 884 - 6

JAMES M. CAMPBELL

Barrister Solicitor

Notary

Mr. Richardson
File No. 4611

EVACUATION SECTION	
Rec'd	JAN. 13 1944
File No.	4611
Ans.	
Referred	<i>Indicated</i>

Mission City, B. C.
January 12th 1944

The Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Shizuo AYUKAWA

S. F. Murphy called on me some time ago and states that he has a claim in connection with the Ayukawa farm for work done on the assumption that he was buying the land and improvements made on that understanding.

Murphy cleared one acre and planted one and one-half acres of new strawberries and one acre of new raspberries. On this work his out of pocket expenses alone, amounted to \$415.50.

This last fall he also topped and cultivated five acres of strawberries and two acres of raspberries, and according to him has put the farm in excellent shape. *according to him*

It would look therefore, that Murphy has a legitimate claim for all or a portion of the above. Please let me have your views in the matter. ?

Yours truly,

"J. M. Campbell"

JMC:JE

"Property appraised by SSB
after improvements made.

8/3/44

Notice of Assignment mailed
Murphy by VLA addressed to
Mission City. Letter not
returned."

"R.D.P."

I hereby certify that the foregoing words are a true copy
of the original whereof they purport to be a copy.

Dec. 8, 1948

C. E. Hughes

"File"
4611

20th March, 1944.

Halv Mensies Esq.,
Haney, B. C.

Dear Sir:

Re: Shizuo Ayukawa
Lot 4, Part of S. E. $\frac{1}{4}$ Sec. 28,
Municipality of Mission

The following is what I have written into the Minutes in regard to the above property:

"This property was included in the sale made to the Director, the Veterans' Land Act. The tenant, Mr. S. F. Murphy, claims to have made improvements to the extent of \$415.50. Such improvements were made prior to the appraisal which formed the basis of the deal with the Veterans' Land Act.

It was arranged that Mr. Mensies would interview Mr. Murphy and view the land and report to the Custodian whether any consideration should be allowed Mr. Murphy. Any allowance made would necessarily have to be paid by Shizuo Ayukawa out of the proceeds of the sale to the Veterans' Land Act."

The letter received from Mr. J. M. Campbell in regard to this matter reads as follows:

"S. F. Murphy called on me some time ago and states that he has a claim in connection with the Ayukawa farm for work done on the assumption that he was buying the land and improvements made on that understanding.

Murphy cleared one acre and planted one and one-half acres of new strawberries and one acre of new raspberries. On this work his out of pocket expenses alone, amounted to \$415.50.

This last fall he also topped and cultivated five acres of strawberries and two acres of raspberries, and according to him has put the farm in excellent shape.

It would look therefore, that Murphy has a legitimate claim for all or a portion of the above. Please let me have your views in the matter."

This property included in Supplementar offer from the Director of the Veterans' Land. Price offered \$1,405.00. The property was appraised by the Soldier Settlement Board in the late fall of 1943.

Stephen F. Murphy who had a lease covering the years 1942 and 1943 is now claiming for improvements he made during his tenancy, such as clearing and planting new acreage. He claims his out of pocket expenses amounted to \$415.50.

The Soldier Settlement Board inform us that a Notice of Assignment was mailed to Murphy at Mission City, B. C., and that the letter was not returned.

Will you kindly advise whether any consideration should be given to Mr. Murphy's request. I presume that it would be on the basis that the improvements made by Mr. Murphy enhanced the value of the property and that such being the case the appraisal would in consequence be somewhat higher.

Yours truly,

F. G. Shears,
Director.

FGB/PMH

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Dec. 8, 1948

W *C. MacLachlan*

EXHIBIT No. 884 - 6
DATE Sept. 9/48
FILED BY Claimant

HAL MENZIES
REAL ESTATE AND INSURANCE
HANEY, B. C.

April 1, 1944.

Mr. F. G. Shears, Director,
Office of the Custodian,
509 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Shimuo Ayukawa
Lot 4, Part of S. E. $\frac{1}{4}$ Sec. 28,
Municipality of Mission

EVACUATION SECTION	
Rec'd.	APR. 3 1944
File No.	4611
Ans.	✓
Referred	Shears

Following instructions contained in your letter of March 20th. I have at last obtained an opportunity to interview Mr. Murphy and Mr. Campbell and have inspected the property.

I find that Mr. Murphy has evidently done considerable work preparing the ground and planting approximately two acres in new raspberries and strawberries from which he received no benefit on account of the fact that he was not permitted to purchase or further lease the property as he had been promised. That he paid to S. Ayukawa and his family the sum of \$246.00 for assistance in clearing and planting this new ground. Mr. Murphy claims that with two men and a team he did further work, amount of \$169.50, on this new crop and including topping and cultivating other crop in the fall of 1943 making a total of \$415.50. But, as a considerable portion of this work would ordinarily be done by a 'one year' tenant and assuming that the 1942-43 crop season had been normal Mr. Murphy would have recovered some returns from this work. Mr. Murphy must have known that his arrangements with Ayukawa was subject to the circumstance and to the necessity for obtaining the confirmation of your office.

It would appear that S. Ayukawa was paid \$246.00 by Mr. Murphy for work for which Mr. Murphy received little or no benefit owing to the fact that Ayukawa was unable to fulfill his part of the bargain to sell the property to Mr. Murphy.

I think we must assume that the improvements made by Mr. Murphy undoubtedly enhanced the sale and rental value of the property for which Mr. Murphy claims he was willing to pay \$1,500.00 or rent for a further period.

I would therefore suggest that as Mr. Murphy had already paid to S. Ayukawa \$625.00 as rent that he is entitled to recover from S. Ayukawa at least half of what he paid for work on the new plantings that would amount to \$123.00 and would be equivalent to the enhanced value of the property due to the improvements.

Yours truly,

"Hal Menzies"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Dec. 8, 1948

[Signature]

EXHIBIT NO. 884 - 5
DATE Sept. 9/48
FILED BY Claimant

4611

28th July, 1944.

Mr. Steve Murphy,
2203 Bellvue Avenue,
West Vancouver, B. C.

Dear Sir:

Re: Shizuo Ayukawa

As arranged when you called at our office yesterday,
we are enclosing herein our cheque for \$123.00 which you are
accepting in full settlement of your claim for improvements made
when you were the tenant on the Ayukawa farm property.

Yours truly,

F. G. Shears,
Director.

FGS/PMH
encl.

I hereby certify that the foregoing words are a true
copy of the original whereof they purport to be a copy.

Dec. 8, 1948

W. C. McHugh

EXHIBIT No. 884 - 10
DATE Sept. 9/48
FILED BY
Claimant

R. R. 1 Mission City, D. C.,
Dec. 30-44

Mr. S. Ayukawa & family,

Dear Friends/

Here we are at the end of another year and still things are unsettled. May they be brought to a satisfactory conclusion before we reach the end of 1945.

Many many thanks for your kind remembrance of us at Christmas, it was indeed nice to know you do not forget us in spite of being separated, we often think and speak of you and the good times we had together and Mrs. Barnett never tires of talking about the kindergarten especially at Christmas when the little ones were preparing for their concert, this year she attended the Cedar Valley School Concert and it brought many pleasant memories to mind, together we hope the coming year will bring you your heart's desires and above all that it may bring peace.

I wish to report that the Custodian has removed the rest of the stuff I had here and has put it in the sale so you will probably be hearing from him, I still have the box with some clothing in as he did not consider it worth anything, also of course I have the rocking chair which Mrs. Ayukawa told me to keep for my own use. I shall keep it for you until you need it and the little doll and dog which belong to the children. I am sorry Murphy was allowed to remove the other stuff. I tried to get the Custodian to check up on him but it didn't do any good. It's all a pretty bad affair but one cannot fight the authorities in a time like this, we just have to take it.

I hope you are all keeping well.

Yours sincerely,

"Harry T. Barnett"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Dec. 8, 1948

ad Co. McLaughlin

NATHANIEL T. NEMETZ
BARRISTER & SOLICITOR

MARINE 8638

RECEIVED SECTION	
Rec'd	MAY 12 1945
File No.	4611
Referred	Mr. Shear

878 HOWE STREET
VANCOUVER, B.C.
May 11th, 1945.

Security Commission,
Royal Bank Building,
VANCOUVER, B.C.

Dear Sir:

RE: Ayakawa Farm, Mission, B.C.

I am acting for Mr. S. Murphy who has a claim against the above land for work done for the years 1942, 1943 and 1944.

1944
1. See letter
to 21 July 25/44
cheque enclosed
by Murphy
and cashed.

① Mr. Murphy has already presented you with a bill for wages paid for clearing $1\frac{1}{2}$ acres of strawberries and 1 acre of raspberries, in addition to the land already under cultivation at the time he took over. This bill is for \$415.50, a copy of which you have and on which he has received \$123.00 from your department. There is a balance owing of \$292.50 on this claim.

② In addition Mr. Murphy claims for topping, cutting runners, application of fertilizer and weevil bait, hoeing, cultivating and dusting on the before-mentioned acre and one-half of strawberries and the acre of raspberries from which the present tenant, placed on the land by your department, has obtained the crops. I am informed that the rates for the abovementioned services averaged in 1944 to \$172.75 per acre. However for easy computation my client will accept \$150.00 per acre for the work done on the strawberries and \$100.00 per acre for the work done on the raspberries which totals \$325.00.

③ There is a further claim for the balance of the $2\frac{1}{2}$ acres for the same work done in the fall of 1943 and spring of 1944 at the rate of \$150.00 per acre which totals \$375.00. There was also similar work done on an acre and a half of raspberries coming to the sum of \$150.00. The fruit of this work was also obtained by the present tenant.

There is, therefore, a total of \$1,142.50 owing my client. Please let me hear from you in this regard.

Yours very truly,

N.T. NEMETZ

NTN*cf

Rule 2

C
O
P
Y

CAMPBELL, BRAZIER, FISHER & MCMASTER
Barristers and Solicitors

675 West Hastings Street,
VANCOUVER, B. C.

November 10th 1945

Custodian of Japanese Property,
Department of the Secretary of State,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:

RE: Estate of Yokichi Aihoshi

We have been requested to look after the affairs of the above noted deceased who died intestate at Tashme, B. C. on October 18th.

It will be necessary of course to request both from you and from the Provincial Treasurer that the Official Administrator for the City of Vancouver, British Columbia be requested to apply for administration of the Estate. We are instructed that the deceased died leaving a wife Fujino Aihoshi, who resides at Bay Farm, Slokan. The daughter, Yasuko Aihoshi is a minor and resides in Japan. The deceased wrote a letter before his death expressing the desire that the whole of his estate should go to his daughter. This letter of course is not testamentary. We understand that the wife was separated from her husband at the date of his death and that she may be willing to renounce and release her rights to any of the estate which would go to her under the Administration Act, provided that by so doing the whole estate would go to the daughter.

We would appreciate being advised as to whether if the wife renounces her interest in the estate, or assigns the same to her daughter, the daughter would obtain any benefit thereby. If she would obtain benefit, then we presume that we would require your official consent to the wife making such renunciation and would request the same.

Yours truly,

CAMPBELL, BRAZIER, FISHER & MCMASTER

Per: "R. J. McMaster"

RJM/G.

EVACUATION SECTION	
Rec'd Nov 14 1948	884 - 12
File No. 4611	EXHIBIT NO.
Ans.	DATE Sept. 9/48
Referred Anderson	FILED BY Crown

Tashoe, B. C.
Nov. 12/48.

Mr. W. A. Anderson,
Administration Department,
Custodian Office,
506 Royal Bank Building,
Hastings St. & Granville St.,
Vancouver, B. C.

Your File No. 4611

Dear Sir:

In reply to your letter dated 26th ulto. regarding to
Yokichi Aihoshi's portion of interest on Lot 4 of part of S.E. 1/4 Sect.
28, T.p 17, Map 5727 Municipality of Mission, B. C.

I wish to state that Mr. Y. Aihoshi has undivided interest
of one third of above mentioned property, and that one third of the sale
price of this property be credited to Mr. Y. Aihoshi.

Yours truly,

"S. Ayukawa" Reg. #13657

I hereby certify that the foregoing words are a true copy
of the original whereof they purport to be a copy.

Dec. 7, 1948

L. McChesman

25th November, 1946.

To the Members of
The Mission Japanese Farmers' Association.

Dear Sir:

Re: Mission Japanese Farmers' Association

Distribution of funds in the hands of the Custodian
belonging to members of the above Association is now being made.

A cheque in the amount of \$55.89 is being sent to each
person shown on a list of members of the above association which
was certified by a Committee consisting of:

Shingo KUNIMOTO
Bunjiro SAKON
Ichijiro UYEMURA
Minoru KUDO

and which list was sent to each member on the 31st May, 1946.

Cheque in your favour for this amount is enclosed herein.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

File No. 4611

SUMMARY RELATIVE TO CLAIM OF
SHIMU AYUKAWA - Reem. No. 13657.

21st June, 1948

REAL PROPERTY:

Municipality of Mission. Lot 4 of part of SE $\frac{1}{4}$ of Sec. 28, Twp. 17,
Map 9727, D.M.S. C. of E. 162882E.

	<u>Assessed Value</u>	<u>S.S. Bd. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimant's Valuation</u>	
Lands	\$ 360.00	\$ 434.00			9 acres
Improvements	<u>750.00</u>	<u>1010.00</u>			
	\$1110.00	\$1444.00	\$1405.00	\$9000.00	
		Less sale price		<u>1405.00</u>	
		Amount of claim		\$7595.00	

AYUKAWA purchased this property in 1930 for \$430.00. (See A/S Canada
Permanent Trust Co. and S. AYUKAWA.)

Note: Letter from S. AYUKAWA states, "I wish to state that S. Aihoshi
has undivided interest of one third of above mentioned property
and that one third of the sale price of this property be
credited to Mr. Y. Aihoshi."

1.
CASE NO: 886

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

B E F O R E

10

(THE HONOURABLE MR. JUSTICE A.G. DUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba.

September 9th, 1948.

IN THE MATTER OF THE CLAIM OF

SHIZUO AYUKAWA

PROCEEDINGS AT HEARING

20

APPEARANCES:

F.M. FERG, Esq., Appearing for the
 Dominion Government

S.M. CHERNIAK, Esq., Appearing for the
 Claimant.

- - - - -

G.N.R. UPTON, Esq., Official Interpreter.

MARK H. PRANCE, Esq., Official Reporter.

30

S. Ayukawa
In Chief.

SHIZUO AYUKAWA, the Claimant herein, being
first duly sworn testified as follows:-

10 MR. CHERNIACK: In this case Your Honour, I have an
amendment to make and I will give Your Honour the
figures and then make an explanation in that
regard. The value of the land and buildings
remains as shown, \$5,000.00, the credit which we
are acknowledging as the Custodian's sale price
is \$1,282.00 and the loss claimed is \$3,718.00 and
I should point out Your Honour that this property
was actually sold by the custodian for \$1,405.00,
but that evidence will come out later. Of this
purchase price the Custodian saw fit to pay to the
tenant of this property the sum of \$123.00 which
the Custodian thought or decided was the value of
the improvements put into the land by the tenants.
But the net price, the net gross price which was
given to the Claimant before deducting legal
expenses amounted to \$1,282.00. I think, during
the course of the hearing we will hear more about
this credit.

THE COMMISSIONER: That was in the Custodian's file,
was it?

MR. CHERNIACK: Oh yes, Your Honour, we knew nothing
about it until we read the Custodian's file. The
amendment as to the personal chattels is only to
give credit for the sale price of some of these
chattels at \$22.90, leaving the loss at \$102.90.
The total claim is, therefore, \$3,820.90.

20 Q Mr. Ayukawa, I show you a typewritten statement

E. Ayukawa:
In Chief.

was this prepared in accordance with your instructions? A Yes.

Q Is that your signature? A Yes.

Q Do you swear the contents to be true to the best of your knowledge and recollection?

A Yes.

MR. CHERNIAK: I tender this statement as Exhibit 1, Your Honour.

(REAL ESTATE STATEMENT, EXHIBIT 1.)

10

MR. CHERNIAK: And on behalf of my learned friend I tender the S.S.B. Appraisal Form as Exhibit 2.

(S.S.B. APPRAISAL, EXHIBIT 2.)

MR. CHERNIAK: The claimant sets out Your Honour, that the property was purchased from the Canada Permanent Company in September, 1936 for \$450.00 and this time I found an agreement on the Custodian's file and I think my learned friend will confirm the details from his file.

20

MR. FERG: Yes, an agreement of sale dated 15th September, 1936, from the Canada Permanent Trust Company as vendor and the Claimant as purchaser, the purchase price being \$450.00

MR. CHERNIAK: Your Honour, the claimant sets out in Exhibit 1 further that when he bought the property it was all bush and had no building on it.

MR. FERG: Just excuse me for a minute, there is an assignment of the agreement of sale to Stephen Murphy.

30

MR. CHERNIAK: I think it was never accepted.

S. Ayukawa
In Chief.

MR. FERG: It was cancelled later. All right.

MR. CHURCHMAN: The claimant further sets out that he constructed about 200 feet of Cedar covered ditching. He cleared six and a half acres and constructed about 200 feet of Cedar covered ditching. He dug three wells and he gives the depth of each of them and he planted about 25 mixed fruit trees. He then indicates item by item the buildings on the property, the year in which they were built and the estimated cost of same. Your Honour will note that these buildings were built in 1934 and 1937. His comment in Exhibit 1 is to the effect that the appraiser values the uncleared land at \$20.00 per acre whereas he paid \$50.00 per acre at a time when land was worth less than at date of sale by Custodian. He indicates also that the buildings were newer than the appraiser's estimate and that they were worth more. The appraiser shows a house ten years old and another house twelve years old whereas, actually, none of them were built more than seven year before. I am sorry, sir, I note that this appraisal was made in January 1944 so that it places the age of the house at 1934, which is only two years out. The claimant then goes on to state that he values the land and buildings at \$5,000.00. He then makes mention of the fact that Murphy, who was the tenant, claimed to have cleared an acre of land and planted new crops and he goes on to state that as the above is correct account

S. Ayukawa.
In Chief.

of the property when I left it, I don't understand this claim. Since the Custodian credited the tenant with \$123.00 from the sale, I received \$2,232.00 from the sale. He had two and a half acres uncleared and he doesn't understand Murphy's contention that he cleared an additional acre in view of the fact that the appraiser shows in Exhibit 2, six and one third acres cleared, two and two thirds uncleared. Turning for a moment to Exhibit 2 Your Honour, you will note that the appraiser locates this property at one and a half miles from Mission on a good gravelled road, open the year around. He sets out that it is a good average Mission small fruit farm. He points out that there is a plentiful supply of good water from a 35 foot cribbed well near the house. A Winter creek crosses the property about three quarters of the way back but is dry in Summer. He says it has a good natural surface and sub drainage. He states it is decently fertile berry land. Your Honour will note that this form has much more detail than the form we are accustomed to getting.

THE COMMISSIONER: This is a different form?

MR. CHERNIAK: Yes, Your Honour, it is a more recent form. The S.S.B. have apparently improved on their form.

THE COMMISSIONER: Where does this information appear about Murphy?

MR. CHERNIAK: So far, Your Honour, it only appears

6.
S. Ayukawa.
In Chief.

10 in the Claimant's Exhibit 1. The appraisal
Exhibit 2 sets out the crop planted and states
that all fruit is good bearing stuff. He
further states that there are many local sales
not too far away. Then there is the statement
Gibbons to Goertz, 10 acres with 450 hams and a
quantity of lumber at \$2,000.00 buildings add.
\$850.00 - 1½ acres clear. Leaves land at \$650..
Hanhouses sold it. Miss Casselman purchased
40 acs. no bldgs. 2 yrs ago at \$1200. 15 acs of
it poor orchard. Quite frankly Your Honour, I
don't understand all this but since the appraiser
will be available we will be able to get some
details later on. Your Honour will note that the
buildings have been shown valued at \$1,295 on
page 3 of the Exhibit but on page 4 only \$1,000.00
of this \$1,295.00 was added to the value of the
land. I would ask my learned friend to produce
from his file a memorandum signed by R.D.
20 Richardson, dated October 28th, 1943. I produce
from the Custodian's file Your Honour the memora-
ndum referred to dated October 28th, 1943, and is
entitled File #4611 Memorandum File re: Shisue
Ayukawa Lot 4 of Part of S.E.¼. See 28 Municipality
of Mission. It reads as follows "Mr. Stephen F.
Murphy came to the office this morning to discuss
his purchase, or rather his purported deal re
purchase of above noted property. Present at the
interview were Mr. Murphy, Mr. W. Anderson and
myself.

30-

S. Ayukawa,
In Chief.

I informed Mr. Murphy that the Custodian was prepared to recommend the sale of this property to him for \$2,030.00 cash (the appraised value). Mr. Murphy replied that he could not consider paying this amount as it was too high. He figured \$1,500.00 was a good price. He then agreed that he had no further interest in buying but would endeavour to lease the property for 1944 from whoever purchased it, if and when a sale was made by the Custodian." And it is signed R.D. Richardson. In reference to Mr. Richardson's statement that he informed Mr. Murphy that the Custodian was prepared to recommend the sale of this property to him for \$2,030.00 cash (The appraised value), I would ask my learned friend to produce that appraisal showing \$2,030.00 and in the meantime I will tender this memorandum as an Exhibit. It would appear that there was a prior appraisal that was not shown to us.

(MEMORANDUM, DATED OCT 28/43, EXHIBIT E.)

MR. FERG: Is that a letter from a solicitor?

MR. CHERNIAK: No, this is a memorandum of a member of the Custodian's office.

MR. FERG: This appraisal Mr. Cherniak is made on August 27th, 1943.

MR. CHERNIAK: I thought it was January, 1944?

MR. FERG: The Ramsay appraisal was made in August, 1943 and the Barnett appraisal was made in January, 1944.

MR. CHERNIAK: Yes, you are right. I notice also

S. Ayukawa.
In Chief.

there is a date on the plan showing September 10th, 1943. In any event, I would like to see that appraisal, Your Honour, of \$2,030.00

THE COMMISSIONER: If it is available, yes. They might have been mistaken, they might have been trying to get a good price out of this man Murphy.

MR. CHERNIAK: Well, it is up to the Custodian to prove that, he makes the statement.

10 THE COMMISSIONER: Well, Mr. Ferg can tell us whether or not he has that memorandum on his file and if he hasn't he hasn't and you will have to try and get it out of them.

MR. FERG: There is a record here of where the Claimant offered this property to Murphy for \$3,500.00 and Murphy refused to accept it claiming it was too high. I have got that for.

20 THE COMMISSIONER: No, I have it that this is some sort of an appraisal made by someone prior to October 28th, 1943, and then there is the appraisal of August 27th, 1943. It is a peculiar situation. You still haven't got, Mr. Cherniak, the evidence of the tenant Murphy?

MR. CHERNIAK: I haven't produced it yet Your Honour.

THE COMMISSIONER: I think, perhaps, this would be a good time to adjourn for ten minutes and in the meantime Mr. Ferg, you will have an opportunity to go through your file.

COURT ADJOURNED: 11.00, a.m.

30 COURT RESUMED: 11.10, a.m.

S. Ayukawa
In Chief.

THE COMMISSIONER: Yes, Mr. Ferg.

MR. FERG: Your Honour, I produce from the master file an appraisal of this property made and reported in a letter dated October 23rd, 1943 and signed by E.A.B. Catherwood

(LETTER, APPRAISAL, EXHIBIT 4.)

MR. CHRENNIAK: I would like to read this into the record Your Honour, it is a letter on the stationery of The London and Lancashire guarantee and accident Company of Canada, 626 Pender Street, W. Vancouver, B.C., Mission City, B.C. and is dated October 23rd, 1943, and reads as follows: "Department of the Secretary of State, Office of the Custodian, Vancouver, B.C.
Dear Sir:- Japanese Evacuation Section.
In reply to your telephone call and message to Mr. A.B. Catherwood re appraising Lot 4 of part of the S.E. $\frac{1}{2}$ of Sec. 28 Tp. 17, formerly owned by Shisire Ayukawa, I beg to submit the following report:-

This farm comprises 9 acres situated on a Southern slope. 4 acres are cleared. There are 12 fruit trees, some raspberries and strawberries. the land is worth about \$70.00 an acre, or 630.00
There is a house 24 by 32 valued at 1200.00
and packing houses worth about 200.00
Total value \$2,030.00

Yours truly, E.A. B. Catherwood."

Your Honour will note that the appraisal here states that four acres of land are cleared and he

B. Ayukawa,
in Chief

values the acreage at \$70.00 per acre, which, I presume, is overall acreage. The S.B. Appraisal states there is 4.35 acres cleared. That is 2.5 acres more than the appraisal by Catherwood, Exhibit 4, and my estimation or assumption is that should the V.L.A. appraiser be correct then the value of the land would be even higher than as stated by the Custodian's Appraisal, Exhibit 4. I would also like to point out the vast discrepancy in the value of the house. It is shown as \$1,200.00 in Exhibit 4, and is shown as \$820.00 in Exhibit 2, the S.S.B. Appraisal. I would like to put on record Your Honour, that this appraisal was not in the file which was given to us by the Custodian. Your Honour, there is considerable correspondence on the Custodian's file in relation to this \$123.00 paid to the tenant. I don't know how much my learned friend would like to put in. I am not considerably concerned myself whether it goes in or not but I think, for the record, the letters should be filed so that the Commissioner in finally considering this case should have access to them if he should so require them. I mean by that I think we can file them but we need only summarize them for the record. The only important one to be read into the record is the final one which sends the tenant a cheque for \$123.00.

MR. FERG: I produce a copy of a letter dated 28th

S. Ayukawa
In Chief.

July, 1944, addressed to Mr. Steve Murphy,
2202 Bellvue Avenue, West Vancouver, B.C.,
Dear Sir, Re: Shisue Ayukawa. As arranged when
you called at our office yesterday we are
enclosing herein our cheque for \$123.00 which
you are accepting in full settlement of your
claim for improvements made when you were the
tenant on the Ayukawa farm property. Yours very
Truly, F.G. Shears, Director"

10

MR. CHERNIAK: I will file that as Exhibit 5 Your
Honour.

(COPY OF LETTER, EXHIBIT 5.)

MR. FERG: Is that the full amount of the Murphy
claim?

MR. CHERNIAK: I think he claims more. There is a
letter from a solicitor dated January 12th, 1944
setting out the work done and the claim. A
subsequent letter dated March 20th, 1944 from the
Custodian to Hal Mennies asking to investigate
the claim and there is a report from Mennies
dated April 1st, 1944 giving his opinion and that
the sum of \$123.00 should be paid to Murphy. If
my learned friend likes we can file those three
letters as one exhibit and that will tell the
story?

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MR. FERG: Yes.

MR. CHERNIAK: Then on behalf of my learned friend
I will file those three letters referred to.

THE COMMISSIONER: Do you want them put in together?

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MR. CHERNIAK: I think so, Your Honour, it is just

S. Ayukawa.
In Chief.

in the possibility that the Commissioner will require them.

(3 LETTERS, EXHIBIT 6.)

MR. CHERNIAK: It is our contention, Your Honour, that when a person puts improvements on a property belonging to someone else, he is not necessarily entitled to compensation for it. We are not arguing that, we are only saying that the sale price of the Claimant's land to him was \$123.00 less than the Custodian received.

Q Mr. Ayukawa, I show you a typewritten statement headed 'Personal Chattels', was this prepared in accordance with your instructions?

A Yes.

Q And is that your signature?

A Yes.

Q Do you swear the contents to be true to the best of your knowledge and recollection?

A Yes.

MR. CHERNIAK: I tender the statement as Exhibit 7, Your Honour.

(PERSONAL CHATTEL STATEMENT, EXHIBIT 7)

MR. CHERNIAK: And on behalf of my learned friend I will file the Custodian's Analysis of personal property as Exhibit 8.

(ANALYSIS, EXHIBIT 8.)

MR. CHERNIAK: Your Honour will note from Exhibit 8 that a few of these items were sold; the vast majority were not accounted for, theft, etc., and

S. Ayukawa.
In Chief.

one appears as abandoned. The remarks by the Custodian on Exhibit 8 set out that certain goods were left with the tenant Murphy, other goods were left with Barnett, and Exhibit 8 further indicates that the goods that were left with Barnett were well accounted for and I assume that these were the goods that were sold at auction. They state however that on July 16th, 1943, Barnett advised the Custodian that Murphy had informed him that some of the tools had been stolen. On April 5th, 1944 Mr. Barnett advised the Custodian that he had visited Ayukawa's property and found the place bare. No recovery of any chattels other than two chairs was made of any goods left in Murphy's care. Your Honour, I would like to ask my learned friend to produce a letter, a copy of a letter from the Custodian to Murphy, dated August 31st, 1943. I produce from the Custodian's file, Your Honour, a carbon copy of a letter dated August 31st, 1943, dictated by R. P. Alexander and addressed to Mr. Stephen F. Murphy, Mission, B.C. It is a lengthy letter and I do not propose to read it all into the record but it refers to certain information requested of Mr. Murphy which he didn't produce. The third paragraph, which I would like to read into the record, is as follows:-

"The intimation contained in this letter is without prejudice to the rights of the Custodian to seek and obtain from you on behalf of the said

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S. Ayukawa.
In Chief.

Shinsu Ayukawa adequate compensation for use by you of the property of Mr. Ayukawa for the period commencing from date of the termination of your lease dated April 15, 1942 together with a satisfactory accounting covering stock, tools, etc., left in your care by the said Shinsu Ayukawa", and the last paragraph reads as follows: "The only record we have of any concrete nature in this office in connection with the matter of the possible sale by Mr. Ayukawa to you of the property in question is the statement you made in this office to the effect you definitely had not made any agreement with Mr. Ayukawa with a view to purchase and did not intend doing so. Consequently, we are at a loss to account for your continued occupancy of the premises and do not propose that the present situation continue. Yours truly, R.P. Alexander, Manager."

(LETTER, EXHIBIT 9.)

MR. CHERNIAK: I might indicate, Sir, that from Exhibit 8 all these goods were reported to and inventoried by the Custodian and there is no contention that the Custodian was not signed of these goods. I would then like to refer your Honour to Exhibit 5 wherein the Custodian sent a cheque for \$123.00 to the tenant on the 28th of July, 1944, a matter of some months after the Custodian ascertained that these goods were missing and a matter of possibly nine months after the Custodian specifically stated to Murphy

S. Ayukawa.
In Chief.

that he would be accountable for these goods and, instead of this, the Custodian saw fit to send a cheque to Murphy for that amount.

Q Mr. Ayukawa, I show you a letter, can you identify this? A I don't read very much.

Well, do you recognize the letter, you can say so through the interpreter?

A Yes, I recall the letter.

What letter is that? A I cannot read English.

Q I mean who wrote the letter?

A It is a letter from Mr. Barnett to myself.

MR. CHERNIAK: This letter, Your Honour, is dated December 30th, 1944 and is from Harry T. Barnett, the man referred to in Exhibit 8, the Custodian's Analysis, addressed to Mr. S. Ayukawa and family. I am tendering this as an Exhibit and I am hoping that we will be able to produce Mr. Barnett at the adjourned hearing.

(LETTER, EXHIBIT 10.)

MR. CHERNIAK: I would only like to read the closing portion of this letter "I am sorry Murphy was allowed to remove the other stuff. I tried to get the Custodian to check up on him but it didn't do any good. Its all a pretty bad affair but one cannot fight the authorities in a time like this. We just have to take it. I hope you are all keeping well." And it is signed "Yours sincerely Harry T. Barnett."

CROSS EXAMINED BY MR. FERG:

R. Ayukawa
Ct-Exan.

MR. FERG: It is submitted, Your Honour, that the real property sold at its fair market value and that the chattels claimed for, that the prices are excessive and unreasonable.

Q Is that your house that you are claiming for in your claim? A Yes.

Q Is it a fair picture? A Yes.

MR. FERG: I will file that, Your Honour, as Exhibit 11.

(PHOTOGRAPH, EXHIBIT 11.)

Q You didn't own this property, this real property that you are claiming for, absolutely?

A A cousin of my wife was using the land but I was the owner of the whole property.

Q I show you a letter, is that your signature?

A Yes.

Q And that is your letter? A That is my signature.

MR. FERG: I will file this, Your Honour.

(LETTER, EXHIBIT 12.)

MR. FERG: This is a letter from the Claimant to the Custodian, dated November 12, 1945 and is written from Tashme, B.C. It is as follows: "Dear Sir, Your File No. 4611. In reply to your letter dated 26th Utc. regarding to Yokichi Aihoshi's portion of interest on lot 4 of part of S.E. 1/4 Sect 28, Tp. 17, Map 5727. Municipality of Mission, B.C. I wish to state that Mr. Y. Oihoshi has undivided interest of one third of above mentioned property, and that

S. Ayukawa.
Gr-Exam.

one third of the sale price of this property be credited to Mr. Y. Aihoshi. Yours truly, S. Ayukawa."

Q Is that correct that your cousin has a third interest in your place? A Yes, I agreed to that

Q And you are making a claim now on his behalf as well as your own? A Yes.

Q So that in any final adjustment of this claim it will be alright if the Custodian or the Government, in the event that there is anything realized from this property or claim, it will be alright for the Government to pay one third of it to Aihoshi?

A No, I do not desire the Government to pay Mr. Aihoshi

MR. CHERNIAK: There is a whole story behind it.

MR. FERG: He claims that he owns one third of the property - - -

THE WITNESS: No, Mr. Aihoshi never paid in one cent but I felt sorry for him and let him have one third of it.

MR. FERG:

Q In other words then, the Claimant owns the property?

A Yes, and it was registered in my name.

Q It is all registered in your name and you gratuitously let Aihoshi use one third of the property?

A Yes.

THE COMMISSIONER: Do you know anything about it Mr. Cherniak?

MR. CHERNIAK: No, but it might have something to do

S. Ayukawa.
Or-Exam.

with the buildings your Honour. I can question him about it later

THE WITNESS: Mr. Aihoshi is deceased now and he has a daughter in Japan, so if arrangements can be made for this girl - she is Canadian born, sent to Japan before the War started, and if settlement can be given to her it is alright.

10

MR. FERG: That is an important element. Your Honour, the terms of reference does not provide for claims of any Japanese persons living outside of Canada. The terms of reference only cover cases for residents residing in Canada.

THE COMMISSIONER: This Aihoshi, where does he live now?

MR. FERG: He is dead now but his daughter is residing in Japan and the Claimant says he is prepared to permit one third of this claim to go to Aihoshi's heir.

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MR. CHERNIAK: He is saying if it can be arranged.

MR. FERG: Do you wish to withdraw your direction to the Custodian then?

THE COMMISSIONER: He is still supporting this girl in Japan?

MR. CHERNIAK: I did withdraw this instruction. I think it is possibly a matter of law and it should be explained to the Claimant as to whether or not he has the right to withdraw it or whether or not he ought to withdraw it.

30

MR. FERG: I think we ought to determine whose is

S. Ayukawa.
 CF-12345

this property.

MR. CHERNIAK: Yes and if the indication is part of this property is not his then we cannot claim for that portion which is not his. We cannot claim because if it is Aihoshi's daughter's, and if the daughter was not a resident of Canada in July, 1947, then she cannot make a claim for that portion. I think we ought to find out from the Claimant what was his and what was not his and then it is just a matter of calculation for the Commissioner to decide the value of his portion.

MR. FERG: Here is the position we are in, Your Honour, here is a document - - -

THE COMMISSIONER: Well, that speaks for itself

MR. FERG: And the Claimant definitely and specifically says "In reply to your letter dated 26th Utc. regarding to Yukiichi Aihoshi's portion of interest on Lot 4 of Part of S.E. 1/4 Sect. 28, T.P. 17, Map 5727 Municipality of Mission, B.C. I wish to state that Mr. Y. Aihoshi has undivided interest of one third of above mentioned property, and that one third of the sale price of this property be credited to Mr. Y. Aihoshi."

THE COMMISSIONER: Well, it speaks for itself.

MR. FERG: All right, Your Honour, we will leave it at that

Q You say you had how many acres of land cleared on the property? A About six and a half acres.

S. Ayukawa.
 Esq.

Q And you rented this property yourself to Mr. Murphy? A Yes.

Q That is Stephen Murphy? A Yes.

Q Do you know that after you rented it sometime that Stephen Murphy claimed you had grossly misrepresented the cleared acreage?

MR. CHERNIACK: That should be in crop.

MR. FERG:

Q You claimed you had five acres in strawberries?

A He had rented one acre of strawberries.

Q He claims in his Real Estate claim that he had five acres of strawberries on the farm?

A Yes.

Q And Mr. Murphy claims that you had misrepresented the acreage in crop? A He had one acre besides his own property and that was in strawberries and Mr. Murphy got that too.

Q Mr. Murphy says that you rented to him the crop and he claims that you had exceeded the crop acreage by 2.25 acres? A There was a Company by the name of Pacific Co-op Union and there was a representative from that Company that came down when I was renting the land to Mr. Murphy and they helped me estimate the acreage.

Q And was it on their estimation that you put in the lease that Murphy had so many acres in crop? A Yes, and we all went to the lawyer named Campbell and drew it up.

Q Now, when you leased the property you also leased

S. Ayukawa.
Gr-Exam.

your chattels with Mr. Murphy and left them with him? A Yes, I left the chattels that was essential to run the farm with Mr. Murphy and the other things I left in the care of Mr. Barnett.

Q And the things that you are now claiming for you left with Mr. Murphy?

A Yes, there is a few articles with Mr. Murphy.

Q How the things that you are claiming for in your claim you left with Mr. Murphy?

A Yes.

Q You didn't make an independent valuation of this property yourself; you didn't have an independent valuation made of the property?

A No.

Q And the valuations you have put in both your Real Property Claim and your Personal Property Claim are your own estimates?

A Yes, that is my own estimate.

Q You tried to make a deal with Mr. Murphy for the sale of this property? A Yes.

Q What did he finally offer you for it?

A I offered to sell for \$3,550.00 and Murphy was trying to raise that cash but he was unable to do it.

Q Did he ever make you an offer?

A He was willing to pay that price.

Q Did you have a discussion with Mr. Murphy's solicitor, Mr. James Campbell about the property?

A Yes.

S. Ayukawa.
Ct-Exam.

Q And you say that Mr. Murphy agreed to give you \$3,500.00 if he could raise the money?

A Yes.

Q Well, now, I will read to you - this letter from James Campbell, Murphy's Solicitor, to the Custodian dated 18th October, 1943.

MR. CHERNIAK: Does my learned friend propose to produce Mr. Campbell at the hearing?

MR. FERG: I am not putting the letter in.

10 THE COMMISSIONER: You are putting in information and it is not from this man, it is from a man called Campbell who you stated is Murphy's solicitor, offering the Custodian a certain sum of money and it would indicate, I suppose, Campbell or Murphy's idea of the value of the property and Mr. Cherniak asked, before any information is read into the record, whether or not Mr. Campbell or Mr. Murphy himself will be available for cross-examination.

20 MR. FERG: Well, we have the evidence of the Claimant that Murphy offered him, or was agreeable to pay him \$3,500.00 if he could raise the money, now there is a statement in this letter as follows -

MR. CHERNIAK: This is the way I feel about this, Sir, if Mr. Ferg asks him if Mr. Campbell told him something and he says 'Yes' or 'No', it will go on the record - - -

THE COMMISSIONER: I don't think a letter of that description should go in.

30 MR. FERG: I will come at it this way then, Your

S. Ayukawa.
Gr-Exam

Honour.

Q Witness, you say you saw Mr. Campbell about Mr. Murphy's desire to purchase the property?

A Yes.

Q And do you remember, did Mr. Campbell ever tell you that your price of \$3,500.00 was out of all reason? A No, he never said that.

THE INTERPRETER: He is only a lawyer, he says Mr. Campbell was my lawyer and he was Mr. Murphy's lawyer too.

10

MR. FENG:

Q And being only a lawyer he didn't do much about it I suppose? Did Mr. Campbell ever explain to you that \$3,500.00 for this property was too high? A No.

MR. FENG: That is all Your Honour.

RE-EXAMINED BY MR. CHERNIAK:

MR. CHERNIAK: Your Honour, I think I ought to ask my learned friend to produce the inventory of the chattels taken by the Custodian in view of the fact that he raised the point as to whether they were included in the lease or not. I will file this inventory dated July 28th, 1942

(INVENTORY, EXHIBIT 15.)

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MR. CHERNIAK: I would like to point out, Your Honour that the Custodian himself inventoried certain goods on the property, certain goods in the care of Mr. Barnett and certain goods which were kept in Mr. Murphy's own house.

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S. Ayukawa
Re-Exam.

MR. SHENNIACK:

Q Mr. Ayukawa, you say you bought this property yourself without any assistance from Aihoshi?

A I was the one that bought the property.

Q Now you say you allowed Mr. Aihoshi to use a portion of this property, is that correct?

A Yes.

Q Was that a part of the land that was separate from yours or was that intermingled with yours?

A At the end.

Q Does that mean, for example, I don't know, but do you mean possibly the South end?

A Yes.

Q I am looking at the map in Exhibit 2 and I see there is a creek more or less cutting across and leaving approximately one third to the South and two thirds, approximately, to the north?

A There is no water in it, it is just a sort of road.

Q Can you indicate, in relation to the creek what portion was used by Mr. Aihoshi?

A The South East side.

Q That would be the Southeast corner of your property? A Yes.

Q Can you indicate the approximate acreage?

A This was bush inbetween this portion and my portion.

There was bush between your portion on the North and the portion he used on the South?

A Yes.

S. Ayukawa.
Re-Exam.

Q Can you indicate, roughly, how much was used by Aihoshi in acreage?

A He had about two acres cleared.

Q Now, were there any buildings on this land which were built by Mr. Aihoshi?

A Yes.

Q What buildings were there? A There were two buildings on the South side. Mr. Aihoshi had four buildings.

10

Q Would there be two pickers houses and two pack sheds? A Two picker houses, his own house and a wood shed.

MR. CHERNIACK: In Exhibit 2, Your Honour, the Custodian's appraisal made by the Veterans Land Act, they indicate on the South section that there is as follows; two pickers houses and two pack sheds.

THE COMMISSIONER: There is a wood shed marked on there.

20

MR. CHERNIACK:

Q And those buildings belonged to Aihoshi?

A Yes, I built the buildings myself because I am a carpenter.

Q But you considered they belonged to Aihoshi?

A Yes.

Q This letter that you wrote to the Custodian saying that one third was Aihoshi's, did that come in response to any inquiry by the Custodian?

A No, Mr. Aihoshi apparently signed a repatriation form and I wanted him to take some money and that

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S. Ayukawa.
No-Exam.

is the reason I wrote the letter.

Q The reason you wrote the letter was because you wanted Mr. Aihoshi to have some money to take back to Japan? A Yes.

Q Did Mr. Aihoshi go to Japan?

A No, he died.

Q When did he die? A October 18th, 1945 - no, when the War ended.

Q How many years ago? A Just three I think, when the War ended.

Q The War with Japan? A Yes.

Q It was after the War ended that he died?

A Yes.

Q Where did he die? A Tashme, he died of a heart attack

Q Did you get the full price for your property or was a certain portion of it retained for Mr. Aihoshi's interest? A Yes, a certain portion was set aside for Aihoshi.

Q Was Aihoshi related to you? A Yes, he is the cousin of my wife.

Q How long had he lived with you?

A Over ten years.

Q And you say the reason you wrote this letter was to see to it that Mr. Aihoshi had money with which to go back to Japan?

A Yes, he had one daughter in Japan and I thought he needed the money.

Q Did you, in your recollection, ever give to Mr. Aihoshi or to anyone else any document transfer?

S. Ayukawa,
Re-exam.

ring part of this land to Mr. Aihoshi?

A No.

THE COMMISSIONER: He says he only got two thirds of the amount realized.

MR. CHERNIACK: Yes, Your Honour, I don't know the details of it. They may have appointed an official guardian or, because the daughter is in Japan, they may have turned it over to the Custodian of Enemy Aliens. The daughter is not an alien though because she was born in Canada. I wonder if my learned friend has Aihoshi's J.P. Form and maybe we can see if Aihoshi was ever registered as owner of this land.

Q Is this your signature Mr. Ayukawa?

A Yes.

Q I produce from the Custodian's file, the Claimant's J.P. Form with a sheet attached to it, two sheets attached to it, one entitled 'List of property owned by Shinuo Ayukawa; the other one entitled 'additional registration' (J.P. FORM , EXHIBIT 14.)

MR. CHERNIACK: The property with which we are dealing with is set out in the statement of real property owned. The number of buildings are shown; the particulars of \$2,000.00 worth of insurance are given here, and clause 9 states "3 acres rented to Y. Iihoshi, next door neighbor", and the spelling here is I/H/O/S/H/I. In regard to the additional registration memo attached to

S. Ayukawa.
Re-Exam.

the J.F. Form, there is the statement that Mr. Ayukawa "As now arrived in Hastings Park and informs us he has sold his house and land for \$5,550.00 to Mr. S.F. Murphy, Mission, B.C., Mr. Campbell (Loyer) at Mission has the details." There is also a pencilled notation dated 29/6/42 "Mr. Murphy advised this not so", and the initials R.D.R. Thank you Your Honour, that is all.

MR. FERG: Your Honour, could I just file the assessment notice. I will file the assessment of the Corporation of the District of Mission, British Columbia for the year 1945. The land is valued at \$360.00 and the value of the improvements is \$750.00.

(ASSESSMENT NOTICE, EXHIBIT 15.)

PROCEEDINGS ADJOURNED SINE DIE
Certified to be a true and accurate transcript.

Mark H. Pearce
(MARK H. PEARCE)
OFFICIAL REPORTER

I, the undersigned Sub Commissioner hereby certify that the foregoing 28 pages of typewritten matter contain a true and accurate record of the sub-commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

J.G. Boudry
(SUB-COMMISSIONER)

Defence Brief

Shizuo AYUKAWA

File No. 4611

Case No. 884

WINNIPEG
9 Sept. 48
V.L.A. Deal

REAL PROPERTY CLAIM

1. Real Property Claim

\$5000.00

Appraised at

\$1444.00

Sold for

\$1405.00

Witness: Ramsay, Appraiser.

See Trans. 19 lines 20-30 re credit of 1/3 of above to a relative of claimant. Also see Trans. 4, 6 and 12.

Submission: That the real property sold for its fair market value.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

\$131.80

(a) Goods valued by ^{27.80} claimant at 53.50 Sold at auction for 28.90.

Witness: J.H. Harkiss, Auctioneer.
W.E. Anderson, attended sale.

(b) Goods valued at ^{75.80} 74.30 Left under the custody, control or management of someone other than the Custodian, appointed by the owner of the property.

Property leased by claimant 15 Apr. 42 to S.F. Murphy for 10 mos. from 1 Apr. 42 with option to extend lease for 1943 by arrangement with P.C.U. House and buildings, livestock and farm implements included.

(c) Goods valued at 4.00 Abandoned.

Witness: W.E. Anderson.

Submission: That the chattels claimed for, that the prices are excessive and unreasonable.

It is suggested that Agency should have been submitted. Trans. 13 re lost goods. These were left in Murphy's care by the claimant. Admitted that he leased the chattels as well as the other property and left them with Murphy. The items he is now claiming for he left with Murphy.

RWN

*Trans 21
Claimant*

Name of Claimant **ATYKANA, Chimo**Case **884**Custodian File **4611**

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					1405.	803.50			803.50	
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
52.00	38.90	8.67	55.58%	75.00	42.13				50.50	
TOTAL RECOMMENDATION										854.50

October 31st, 1950.

Mr. Shisuo AYUKAWA,
Box 154,
Hope, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 884

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$854.30.

Cheque in your favour is enclosed for \$804.88 and we have paid the Co-Operative Committee .. \$ 49.42 for legal fees as authorized by you.

Yours truly,

FGS/js
1 encl.

F.G. Shears
Director

4611

November 1st, 1950

Mr. Shisue AYUKAWA,
Box 154,
Hape, B. C.

Dear Sir:

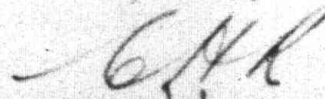
Re: Japanese Property Claims Commission
Case No. 884

In our letter to you yesterday we enclosed a cheque for \$804.88, which was the full amount of the award granted to you by the Japanese Property Claims Commission.

Evidence now discloses that one third of the real property belonged to Yokichi AIHOSHI, and since he is deceased one third of the award for the real property should have been credited to the account of his estate. It is our desire at this time to correct our oversight in sending to you the full amount of the award and we would ask you to kindly return to us, in the stamped self addressed envelope enclosed herewith, the cheque mailed to you yesterday for \$804.88. Upon receipt of this cheque a new one will be sent to you by return mail.

As a precautionary measure we have asked our Bankers to refer the above cheque to us before paying, should it be presented for payment.

Yours truly,



C. H. Reed
Office of the Custodian

CHR:RK
Encl.

Case 814

6th December, 1950.

Mr. Shisuo AYUKAWA,
Box 154,
Hope, B.C.

Dear Sir:

Referring to our letter of 1st November last in which we asked you to return to us Custodian cheque for \$804.88, we have not heard from you, neither has the cheque been received at this office. We note that you presented this cheque for payment through your bankers, and the Custodian found it necessary to stop payment of same when it was referred to this office.

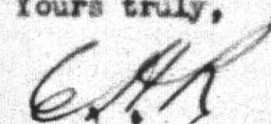
It is possible that you put the cheque in the bank before you received our letter.

At the hearing of your case in Winnipeg, a letter dated November 12, 1945, written by you was read, and in that letter you stated that Y. Aihoshi had an undivided interest of one third in the property and that one third of the sale price be credited to him. Your claim was made for the whole property, and the award made on that basis. Therefore, if one third of the sale price was credited to Y. Aihoshi, one third of the award should be credited to his estate.

We must ask you again to return the cheque in order that the proper adjustments can be made.

Please answer this letter as soon as possible.

Yours truly,


C.H. Reed,
Office of the Custodian.

CHR:HA

4611

Case # 884

December 15th, 1950

Royal Bank of Canada,
Vancouver, B. C.

Dear Sirs:

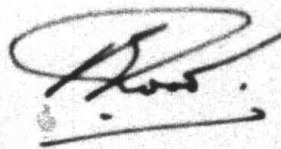
Re: "Claims Account"

Please accept this as your authority to cancel
Stop Payment Notice dated November 1st, 1950 on cheque number
761, dated October 31st, 1950 in favour of Shisuo AYUKAWA
for \$804.88.

This cheque has been returned to us and new
cheques have been issued to replace.

Yours very truly,

CUSTODIAN OF ENEMY PROPERTY



CHR:DK

4611

December 14th, 1950

Mr. Shisuo AYUKAWA,
708 Jefferson Ave.,
Winnipeg, Man.

Dear Sir:

Re: Japanese Property Claims Commission

Case # 884

We beg to acknowledge receipt of cheque number
761 for \$804.88, and now enclose new cheque in your
favour for \$552.57, which is made up as follows:

Award recommended under the above Claims Commission	\$ 854.30
Cheque enclosed herewith	552.57
Paid to Estate of Yokichi AIHOSHI	252.31
And paid to the Co-Operative Committee your portion	33.90
Estate of Yokichi AIHOSHI's portion	15.52

Yours truly,

F. G. Shears
Director.

CHR:BK
Encl.